

**MODIFICATION #23  
TO  
CONTRACT VA-900701-C&P  
BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
AND  
VERIZON VIRGINIA, INC.**

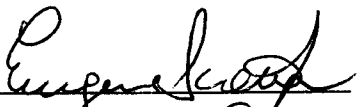
This MODIFICATION #23 is an agreement between the Commonwealth of Virginia, hereinafter referred to as the "Commonwealth", and Verizon Virginia Inc., hereinafter referred to as "Verizon" or "Contractor", relating to Contract VA-900701-C&P, as amended, hereinafter referred to as the "Agreement." This Modification #23 is hereby incorporated into and made an integral part of the Agreement.

1. Effective at the execution of this Modification #23, PS-ALI Services ("Services") are added to the Agreement with Pricing and provisioning of the Services at all times remaining at the sole discretion of the Contractor.
2. The Contractor shall be contacted in writing, to provide pricing and availability for any specific location in the Commonwealth. The Contractor shall respond within 60 days, in writing, to the Commonwealth's request with; 1) a response as to the implementation of Services, and 2) exact pricing for the specified location. If in agreement, a TSO as defined in the Agreement will be issued for the Services.
3. Attachment A, incorporated herein and attached hereto, identifies specific terms and conditions that are only applicable to the Services defined herein. The terms and conditions specified on Attachment A supersede and take precedence over the Agreement. The order of precedence for only the Services under this Modification shall be this Modification #23, Attachment A hereto, then the Agreement.
4. Attachment B, attached hereto and incorporated herein, is an integral component of this Modification #23.


The foregoing is the complete and final expression of the parties' agreement to modify the Agreement and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED. PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

**VERIZON VIRGINIA INC.**

BY:   
NAME: EUGENE SCOTT  
TITLE: ANBA SALES MANAGER  
DATE: 6-30-04

**COMMONWEALTH OF VIRGINIA**

BY:   
NAME: Joe A. Parr  
TITLE: Tech Contracts Mgr  
DATE: 6/30/04

**Attachment "A"**  
**To Modification #23**  
**Contract VA-900701-C&P**

**PS –ALI Service Terms and Conditions**

**1. Scope**

This Attachment "A" sets forth the terms under which Verizon will provide Private Switch/Automatic Location Identification (PS/ALI) Service and dedicated facilities from Commonwealth's premises to the 9-1-1 tandem switch serving the Commonwealth's locations(s) identified in the Telecommunications Services Order (TSO). These Services, which are further described herein are referred to individually and collectively as the "Services." The Commonwealth understands and agrees that if the Commonwealth's provider of local telephone services is a company other than Verizon, The Commonwealth must notify that local service provider and make the necessary arrangements with that local service provider, as set forth below in this Attachment, to enable Verizon to provide this Service.

**2. Regulatory Matters**

In the event a legislature, regulatory agency, court or other entity (by promulgation of a law, regulation, rule, order or otherwise) materially and adversely changes the rights, obligations or risks of Verizon hereunder, then Verizon in its discretion may terminate this Service in whole or in part by providing written notice thereof to the Commonwealth; any remaining obligations of the parties shall continue unaffected. The rates for the Services must at all times meet the minimum rates permitted under any applicable law, regulation or order, and Verizon may adjust any such rates for the Services by providing written notice to Customer in the event they are deemed to be below such minimum rates.

**3. Service Period**

The Commonwealth applies for and will accept from Verizon, the Services herein on a monthly basis as defined in the Agreement. If the Commonwealth changes or cancels the TSO prior to establishment of Services, the Commonwealth will pay certain Verizon costs associated with such cancellation or changes up to the date of cancellation. The date of cancellation shall be the date Verizon receives written notification from the Commonwealth.

#### **4. Charges**

The Commonwealth will pay the rates set forth in the Verizon price quotation, and will pay any applicable taxes.

#### **5. Assignment**

Verizon may assign or transfer part or all of this Modification to any of its affiliates. Provided that the Commonwealth provides Verizon with reasonable prior written notice, the Commonwealth may assign or transfer this Modification to any entity that is the successor to substantially all of its assets, as directed by any Virginia Legislation. All other attempted assignments shall be void without prior written consent.

#### **6. Confidentiality and Publicity**

Neither party shall publish or use any advertising, sales, promotions, press releases or other publicity material that describe this Agreement without the prior written approval of the other party.

#### **7. Location(s)**

The Services will be provided for use by the Commonwealth at locations of the Commonwealth served by Verizon Virginia Inc. as may be specified in writing in the TSO. The rates and other terms of the Service shall apply only to these locations. The Commonwealth may add additional locations by providing advance written notice to Verizon, provided such locations in Verizon's determination have substantially the same cost, technical and other material characteristics as the original locations, and provided further that the Commonwealth pays Verizon any non-recurring or other charges incurred in connection with adding these locations. The foregoing shall be in addition to any similar provisions contained herein.

#### **8. Choice of Law**

This Agreement will be construed and enforced in accordance with the laws of the Commonwealth of Virginia.

#### **9. Notices**

Notices under this Agreement shall be sent by first-class mail, postage prepaid, to Verizon at E911 System Administration, Room 0329, Oliver Tower, 125 High Street, Boston MA 02110, with a copy to Verizon National Contract Repository, 700 Hidden Ridge, MC:HQW02L25, Irving, TX 75038 and to the Commonwealth's authorized representative. Notices shall be deemed effective three (3) business days after mailing.

#### **10. Contingency**

No liability shall result from Service failures caused by fires, floods, unusually severe weather, acts of government or third parties, strikes, labor disputes, inability to obtain necessary equipment or services, or other causes beyond such party's reasonable control.

#### **11. Limited Warranty**

Verizon warrants the Services will function substantially in accordance with official Service descriptions. If the Services do not function substantially in accordance with such Service descriptions through no fault of the Commonwealth or its agents, a condition excused under the section titled "contingency" (above), or due to scheduled maintenance, Verizon at its expense will repair the Services, and, if the deficiency lasts for more than twenty-four hours, Verizon will credit the Commonwealth the pro-rated recurring charges for the affected Services for the period from Commonwealth's notice of the deficiency until it is repaired. This limited warranty is exclusive of all other warranties, express or implied, including warranties of merchantability or of fitness for a particular purpose.

#### **12. Limitation of Liability**

Verizon will not be liable for consequential, incidental, indirect, or special damages, including, but not limited to, loss of business, profits, information, or other commercial or economic loss, whether such damages are based upon breach of contract, tort, including negligence, or otherwise, even if Verizon has been notified of the possibility of such damages. Verizon's liability to customer for any other damages due to failures in the services arising from its negligence or breach of this Modification shall be limited to an amount equal to the greater of \$1,000 or twice the charges for the services affected by the failure for the period of such failure.

#### **13. Title**

Verizon or its suppliers, will own all rights, title, and interest in equipment, software, and facilities used by Verizon to provide Services.



**Attachment "B"**  
**To Modification #23**  
**Contract VA-900701-C&P**

**Description of Service**

**Private Switch/Automatic Location Identification Service**

**1. GENERAL**

Private Switch/Automatic Location Identification Service (PS/ALI) is an Enhanced 911 ("E-911") Service that allows a Private Switch (PS) located on a Commonwealth's premises, or a Centrex leased by the Commonwealth, to send automatic number identification (ANI) information to the E-911 database from individual user stations for the purpose of providing specific site or station location information on an E-911 call to the appropriate Public Safety Answering Point (PSAP). PS/ALI may be used by PBX and Centrex Commonwealths to develop and maintain their own E-911 databases. A secure, dial-up Fault Resistant/Data Base Management System (FR/DBMS) Private Switch Interface is used to enter Telephone Number information into the database. Subscribers must meet all technical specifications and regulations for 911 Service as published by 911 Governmental Agencies and the Company. Where required, specialized Commonwealth Premises Equipment (CPE) network interfaces must be provided by the subscriber.

**Common E911 Network Connectivity Requirements**

- a. Analog PBX - a new Multi Frequency (MF) Centralized Automatic Message Accounting (CAMA) trunk group is required. Each trunk group will need a minimum of two (2) trunks. The Company recommends two trunks to each of two E-911 tandems for a total of 4 trunks for diversity, but requires only two trunks to one tandem. Any additional trunking requirements will be at the discretion of the PBX Commonwealth and will be provisioned only when E-911 Control Tandem facilities are available.
- b. ISDN PBX with Calling Line Identification (CLID) - No special requirements (using existing PRI trunking, if the E-911 network trunks are SS7). If the E-911 network trunks are MF-CAMA, then the ISDN PBX requires the same configuration as an analog PBX as set forth in a. above.
- c. Centrex - No special requirements unless the Commonwealth conducts their own Moves Adds and Changes. In such case, the Commonwealth will need PS-ALI.
- d. The Commonwealth will subscribe to 9-1-1 Network Access facilities with CAMA functionality. The foregoing shall not apply where the Commonwealth utilizes ISDN-PRI for locations where Verizon's Interoffice Facilities have not been upgraded to SS7 and if the service is not served out of a DMS 100.

## **2. DEFINITIONS**

- a. Automatic Location Identification (ALI) - The automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and supplementary emergency Services information.
- b. Automatic Number Identification (ANI) - Telephone number associated with the access line from which a call originates.
- c. Centralized Automatic Message Accounting (CAMA) - An MF signaling protocol originally designed for billing purposes, capable of transmitting a single telephone number.
- d. Calling Line Identification (CLID) - Telephone number associated with the PBX station from which a call originates.
- e. Enhanced 911 Service (E-911) - An emergency telephone system which includes network switching, database and CPE elements capable of providing Selective Routing, Selective Transfer, Fixed Transfer, ANI and ALI.
- f. Fault Resistant/Data Base Management System (FR/DBMS) - The database system on which the set of ALI records reside.
- g. Integrated Services Digital Network Primary Rate Interface (ISDN PRI) - A switched network capability which supports Services that are designed to provide end-to-end digital connectivity for the simultaneous transmission of voice and data. The Primary Rate Interface (PRI) provides for the digital transmission of twenty three 64 Kbps bearer channels and one 64 Kbps data channel (23B+D).
- h. Public Safety Answering Point (PSAP) - A facility equipped and staffed to receive 9-1-1 calls. A Primary PSAP receives the calls directly. If the call is relayed or transferred, the next receiving PSAP is designated a Secondary PSAP.
- i. PS/ALI 911 Network Access Trunk - trunk facilities with CAMA functionality from Commonwealth premises to 9-1-1 tandem switch(es).
- j. Signaling System 7 (SS7) - An inter-office signaling network separate from the voice path network, utilizing high speed data transmission to accomplish call processing.

## **3. REGULATIONS and COMMONWEALTH OBLIGATIONS**

- a. The Commonwealth is responsible for establishing an Administration Site - a location responsible for administration of Commonwealth and end user records. This location has the computer hardware and software necessary to create and transmit end user information to the Verizon's E-911 Data-base System.

- b. The Commonwealth will connect to the E-911 DBMS system using a PC equipped with a modem, and appropriate communications software.
- c. The Commonwealth will gain access to the E-911 Database by using the password and security procedures provided by Verizon.
- d. The Commonwealth creates, maintains, and forwards its current telephone number and address data according to the specified format and procedures of Verizon.
- e. Commonwealth is responsible for maintaining the accuracy of the data. (i.e., if a station is relocated within the Commonwealth premises, the Commonwealth needs to update the database with the new information).
- f. Private Switch/Automatic Location Identification Service does not include, and Verizon does not undertake, extraordinary tasks of inspection or constant monitoring to discover errors, defects or malfunctions in the subscriber's data management system/process. The Commonwealth has the responsibility for reporting all errors, defects and malfunctions to Verizon.
- g. This Service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies and does not create any relationship or obligation, direct or indirect, to any person other than the Commonwealth contracting for Private Switch/Automatic Location Identification Service. The provision of Private Switch/Automatic Location Identification Service by the Verizon shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any Verizon obligation toward any third person or legal entity other than the Commonwealth.
- h. The PBX owner /operator must supply the Verizon with the initial telephone number and address data as well as periodic updates. The PBX must utilize Direct Inward Dial (DID) numbers.
- i. Service availability is dependent upon the availability of facilities and the type and configuration of the E-911 system in place for the Service area.
- j. If Commonwealth's local Service provider at the locations covered by this Modification is a provider OTHER THAN Verizon, then Commonwealth understands and agrees that it shall notify the applicable local Service provider, obtain its concurrence to "unlock" all necessary ANI numbers, and make any other necessary or appropriate arrangements with that local Service provider to enable Verizon to provide the Services requested under this Modification.

#### **4. ADDITIONAL PROVISIONS**

Commonwealth is required to provide a DOS or Windows based communications package, text editor, and a dial access line to address daily updates. Commonwealth will interface with E911 database with the aid of a secured hand held authenticator card, which Commonwealth will obtain from Verizon. All Commonwealth records to be entered into the Verizon E911 database will be in NENA-2 formatting via the PS/ALI interface. If trunks are necessary, the Commonwealth is required to secure at least two (2) PS-ALI trunks with the EMNT Service code to the E911 tandem as provided for in the PS/ALI Job Aid. Commonwealth shall choose either two trunks to one mated-pair E911 Access Tandem or two trunks, for a total of four to both Tandems. In the event Commonwealth chooses to provision only one trunk, Commonwealth is required to insure that the PBX will accommodate any and all E911 overflow traffic. Commonwealth shall have access to view its own ALI records using the PS/ALI interface into the E911 database. Commonwealth is responsible for keeping the records in the E911 database up-to-date. Commonwealth or its representative must inform the PSAP of Commonwealth's intention to interface with the E911 database and remain in contact with the PSAP. It shall be Commonwealth's responsibility to interface with the applicable County on its own behalf.

#### **5. RATES AND CHARGES:**

Rates and charges applicable to the provisioning of the Services will be submitted to the Commonwealth by the Contractor for each individual TSO.

#### **6. LOCATIONS:**

The location for Services will be indicated on each individual TSO.

#### **7. CONSENT OF PROVIDER:**

The Commonwealth agrees that if the provider of local telephone services at its facility identified on a TSO is other than Verizon, then the Commonwealth must notify that local service provider that the Commonwealth is requesting Verizon to provide PS-ALI service for that facility, obtain that local service provider's agreement to "unlock" all applicable ANI numbers for that facility, and make any other arrangements with that local service provider that may be necessary or appropriate to enable Verizon to provide such PS-ALI service. In such event the local telephone services provider is other than Verizon, the Commonwealth, in addition to a TSO, shall execute the "FORM OF LETTER OF CONSENT", incorporated and attached hereto as Attachment C.

**ATTACHMENT C**  
**FORM OF LETTER OF CONSENT**

To: E911 System Administration  
Verizon  
Room 03239, Oliver Tower  
  
125 High Street  
Boston, MA 02110

To :  
  
[insert name and address of local service provider if other than Verizon]

**(the "Customer"), requests that Private Switched Automatic Location Identification (PS-ALI) service be provided by Verizon to Customer for its facility located at .**

Customer certifies that the provider of local telephone services at the above facility is :

(check one)                      Verizon  
type name of local service provider, if other than Verizon

**Customer agrees that if the provider of local telephone services at its facility identified above is OTHER THAN Verizon, then Customer must notify that local service provider that Customer is requesting Verizon to provide PS-ALI service for that facility, obtain that local service provider's agreement to "unlock" all applicable ANI numbers for that facility, and make any other arrangements with that local service provider that may be necessary or appropriate to enable Verizon to provide such PS-ALI service.**

The ANI numbers for the above-referenced facility are as follows:

*[insert ANI numbers/ranges]*

Location

Phone Number(s) Range(s)

(Customer)

By

Name/title

Date

**CONSENT OF LOCAL SERVICE PROVIDER** *(n/a if Verizon is local service provider):*

**the local service provider** for Customer hereby consents to the unlocking of the ANI numbers listed on Attachment 1 of this Letter for the purpose of Verizon's provision of PS-ALI service to Customer, which will take effect on a date to be designated by Verizon.

(name of local service provider)

By \_\_\_\_\_

Name

Date

**MODIFICATION #22  
TO  
CONTRACT VA-900701-C&P  
BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
AND  
VERIZON VIRGINIA, INC.**

This MODIFICATION #22 is an agreement between the Commonwealth of Virginia, hereinafter referred to as the "Commonwealth", and Verizon Virginia Inc., hereinafter referred to as "Verizon" or "Contractor", relating to Contract VA-900701-C&P, as amended, hereinafter referred to as the "Agreement." This Modification #22 is hereby incorporated into and made an integral part of the Agreement.

WHEREAS, Contractor currently provides certain telecommunication services to the Commonwealth, and

WHEREAS, Contractor desires to expand such service offering, and

NOWHEREFOR, the Commonwealth and Verizon for the mutual consideration contained herein agree as follows:

- 1) The following Primary Rate Interface services shall be added to the Contract under the rates, terms, and conditions of this Modification 22, retroactive to August 6, 2004:

**Virtual Flat Rate PRI Service**

The Monthly Line Rate includes Calling Line ID (number only), Call-by-Call, DID Trunk Terminations and up to an average of 40,000 voice local usage minutes per month during each year of the Service Period. Non-recurring charges for PRI Lines, Calling Line ID (number only), Call-by-Call and DID Trunk Terminations are waived.

Monthly Recurring Charge Per Line: \$800.00

In addition, the following ISDN PRI Service features are available:

Feature	Monthly Unit Rate	Non-Recurring Charges
Redirecting Number	\$28	Waived
Caller ID Delay	\$60	Waived
2B Channel transfer (where available)	\$60	Waived

**Monthly Usage Charge for Virtual Flat Rate PRIs.**

Voice local usage minutes exceeding an average of 40,000 voice local usage minutes per PRI Line per month during any one (1) year of the Service Period will be billed to Customer at a rate of \$.016 per voice local usage minute at the end of any such one (1) year period (Additional Usage Charge or "ADU"). At the end of each Service Period Year (i.e., 12 months following the Customer's in-service date, and at the end of each 12-month period thereafter), Verizon will total the number of PRI Lines Customer has in service at the billing telephone numbers (BTNS) listed below for each month of that Service Period Year (TPRIL). Verizon will add the total number of voice local usage minutes billed for Customer's PRI lines at the BTNS during that Service Period Year (TLUM). Verizon will divide TLUM by TPRIL to arrive at Customer's average voice local usage minutes per month (AVELUM). 40,000 will then be subtracted from the AVELUM to determine the number of voice local usage minutes (if any) by which the Customer exceeded 40,000 voice local minutes (Average Overage Minutes or "AOM"). If the AOM is greater than zero, the AOM will be multiplied by  $TPRIL/12 \times 12 \times$  the rate of .016 to determine Customer's Additional Usage Charges due for that service period year.

$$(\text{TLUM/TPRIL} - 40,000) \times \frac{(\text{TPRIL})}{12} \times 12 \times .016 = \text{Additional Usage Charge}$$

Customer will be billed ADU usage annually, or when Service is terminated, which ever occurs first, and shall be required to pay any amounts due Verizon hereunder within thirty (30) days of billing.

Customer has one-time option to upgrade service from initial contract rate to:

Option A: \$850 per PRI with up to 60,000 minutes of local usage per month; OR

Option B: \$1,050 per PRI with up to 100,000 minutes of local usage use per month

Customer may invoke option four months after the virtual flat rate PRI billing is initiated.

**Two way Centrex Intercom PRI Service (between 5ESS Centrex Block and Rockwell ACD)**

The Monthly Line Rate includes PRI port, Centrex intercom connection and Calling Line ID (number only). Non-recurring charges for PRI Lines, and Calling Line ID (number only) are waived.

Monthly Recurring Charge Per Line: \$540.00.

In addition, the following ISDN PRI Service features are available:

Feature	Monthly Unit Rate	Non-Recurring Charges
Caller ID Deluxe	\$60	Waived

The foregoing is the complete and final expression of the parties' agreement to modify Agreement and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED. PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

VERIZON VIRGINIA INC.

BY: Eugene Scott  
 NAME: EUGENE SCOTT, II  
 TITLE: Asst SDRS Manager  
 DATE: 8-6-04

COMMONWEALTH OF VIRGINIA

BY: Timothy W Moore  
 NAME: Timothy W Moore  
 TITLE: Operations Manager  
 DATE: 8/16/04



**MODIFICATION #21  
TO  
CONTRACT VA-900701-C&P  
BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
AND  
VERIZON VIRGINIA, INC.**

This MODIFICATION #21 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "DIT" (Department of Information Technology), and Verizon Virginia Incorporated, formerly known as Bell Atlantic – Virginia, Inc., hereinafter referred to as "Verizon" or "Contractor", relating to Contract VA-900701-C&P, dated December 19, 1990 ("Contract"), as amended, hereinafter referred to as the "Contract" or "Agreement." This Modification #21 is hereby incorporated into and made an integral part of the Agreement.

The Parties hereto agree to delete in its entirety, to include the deletion of all costs, item F entitled "Service Charges for Reestablishing Password", located in Modification 9, Appendix J, Section J.4 Additional Features.

The Parties hereto agree to add Asynchronous Transfer Mode ("ATM") Services, Frame Relay Asynchronous Transfer Mode Service Interworking Services ("FRASI"), and Transparent LAN Services ("TLS"), as set forth below, to the Contract:

The following terms shall apply to all Services provided hereunder:

- A) End-user shall provide surge protection to the demarcation point for Equipment provided. Verizon shall not be liable for any Service failures caused by a End-user's failure to use sufficient UPS/ Surge Protection equipment.
- B) The Services delineated herein are offered on a where facilities exist basis within Contractor's operating territory.

**Addition of Services:**

**A. Asynchronous Transfer Mode ("ATM")**

Contractor will provide ATM Network Services in compliance with recognized industry standards, and in accordance with the terms and conditions of this Modification 21, and delineated in the Service Description, which is incorporated herein and attached hereto as Attachment A, pages A-1 through A-3.

**A.1. Rates and Charges**

The following services are available at the following rates:

<u>ATM Circuits</u>	<u>Monthly Charges</u>	<u>Non-recurring Charges</u>
DS1 UNI*	\$ 350.00	\$ 500.00
DS3 UNI*	\$ 2,890.00	\$ 1,000.00
OC3 UNI*	\$ 6,120.00	\$ 2,000.00

\*Subject to Service Availability

**B. Frame Relay to ATM Service Interworking ("FRASI")**

Contractor will provide FRASI Services in compliance with recognized industry standards, and in accordance with the terms and conditions of this Modification 21, and delineated in the Service Description, which is incorporated herein and attached hereto as Attachment B, page B-1.

**B.1. Rates and Charges**

The following services are available at the following rates:

<u>FRASI Circuits</u>	<u>Monthly Charges</u>	<u>Non-recurring Charges</u>
56K Frame Relay	\$ 150.00	\$ 800.00
DS1 Frame Relay	\$ 380.00	\$ 1,000.00
4 Mbps	\$ 2,300.00	\$ 2,000.00
6 Mbps	\$ 2,600.00	\$ 2,000.00
22.5 Mbps	\$ 3,000.00	\$ 2,000.00
45 Mbps	\$ 3,800.00	\$ 2,000.00

**C. Transparent LAN Services ("TLS")**

Contractor will provide TLS Services in compliance with recognized industry standards, and in accordance with the terms and conditions of this Modification 21, and delineated in the Service Description, which is incorporated herein and attached hereto as Attachment C, pages C-1 through C-2.

Transparent LAN Services are available only to Virginia State Agencies, Institutions, and other public bodies of the Commonwealth, as defined in Section 2.2-4301 of the Virginia Public Procurement Act (VPPA). TLS services under this Modification are not currently available to local governments or educational institutions.

**C.1. Rates and Charges**

The following services are available at the following rates:

<u>Service</u>	<u>Monthly Charges (1)</u>	<u>Non-recurring Charges/Drop</u>
Full Duplex 10 Mbps	\$ 800.00	\$ 100.00
100 Mbps	\$ 2,100.00	\$ 100.00
1000 Mbps, GigE	\$ 3,800.00	\$ 100.00

- (1) – The rates as shown are Flat rated, are not distance sensitive, and include inter-office facilities.  
– The rates as shown are for IntraLata connectivity.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-900701-C&P and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN UNCHANGED.**

**PERSONS SIGNING THIS MODIFICATION ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY, AND ACKNOWLEDGE AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

**VERIZON VIRGINIA, INC.**

BY: T. M. Casstevens

NAME: T. M. Casstevens

TITLE: Area ESG Sales Executive

DATE: March 4, 2003

**COMMONWEALTH OF VIRGINIA**

BY: Robert E. Gleason

NAME: Robert E. Gleason

TITLE: Technology Contracts Mgr

DATE: March 4, 2003

**Attachment A  
Modification #21  
Contract VA-900701-C&P**

Attachment "A" is hereby incorporated into and made an integral part of Modification #21 to Contract VA-900701-C&P between Verizon Virginia Incorporated and the Commonwealth of Virginia.

**Asynchronous Transfer Mode ("ATM")**

Contractor will provide network based ATM Cell Relay Services from its Central Offices. These Services will comply with recognized industry standards established by the ATM Forum Technical Committee (e.g. ATM Forum 3.0, 3.1, 4.0, etc.). Services will be capable of providing voice, data and video connectivity at speeds of DS-1, DS-3 and OC-3c originating from central office based ATM switch(es) at locations designated by the Contractor. These Services will be delivered via fiber or copper facilities and will be terminated at recognized demarcation points at locations specified by the DIT. From that point of termination, the End-user may extend Services and interface the Service into its own ATM premises devices or Contractor-provided ATM premises devices. Contractor or its subcontractor providing the Service will install and test the network connection as appropriate to ensure the facility is terminated correctly and that the network service portion is operating correctly. Should the Commonwealth request premises fiber extensions beyond the recognized demarcation point, then Contractor will provide a non-binding written estimate of the total costs to complete the work required, reflecting the time and material costs to properly install the Service. Work shall commence only upon the execution of a written order from the Commonwealth authorizing Contractor to perform the work.

**Definition of Terms:**

- a. Cell Delay Variation Tolerance (CDVT) - Cell Delay Variation Tolerance is the amount of variation permitted for early arrival of clusters of cells at the source UNI. Cells exceeding the Tolerance will be declared non-conformant and will be discarded.
- b. Constant Bit Rate (CBR) - A Constant Bit Rate is a steady flow of user information required to support applications where variable delays in transmission would negatively impact the information content. Examples of applications requiring CBR are voice, and some types of video.
- c. Direct Fiber - Direct Fiber is one type of OC3c ATM UNI that is provisioned using an optical fiber interface with no alternate route.
- d. Maximum Burst Size (MBS) - Maximum Burst Size is the maximum number of cells that can be passed to the service provider's network in a single burst at a rate that exceeds the Sustained Cell Rate (SCR), but does not exceed the PCR assigned to the VBR connection. Cells exceeding the MBS will be declared as non-conformant and will be discarded.
- e. Peak Cell Rate (PCR) - Peak Cell Rate is the highest available rate of information transfer on a Variable Bit Rate connection, and the continuous cell rate allowed for Constant Bit Rate. Cells exceeding the sustained cell rate and below the peak cell rate will be limited to a maximum burst size.

- f. Permanent Virtual Connection (PVC) - The PVC is a Cell Relay Service element used to provide a virtual connection between two End-user locations. The PVC defines a path across the UNI between End-user premises and Company's ATM switch. Each UNI requires the purchase of at least one PVC. In order to complete a connection from one End-user premises to another, two UNIs and at least two PVCs are required. The path is set up by Company based on information contained on a service order rather than by dial up signaling.
- g. Synchronous Optical Network (SONET) - The Synchronous Optical Network is a standards-based fiber optic communication network which transports both asynchronous and synchronous digital signals using the Synchronous Transport Signal (STS) format. DS3, OC3c and other interfaces, both electrical and optical, are supported and defined in American National Standard, ANSI T1.105-1991 and Bellcore Documents TR-NWT-000253 and TA-NWT-001374. As defined in this service, ATM SONET UNI connections are provisioned as a survivable service with an alternate, not diverse route.
- h. Sustained Cell Rate - Sustained Cell Rate (SCR) is the maximum rate at which VBR cells may be constantly transmitted with a high assurance that no cells will be lost. Cells transmitted within the SCR have the highest priority of the VBR traffic, and will not be tagged as eligible for discard.
- i. Switched Virtual Circuit (SVC) - Switched Virtual Circuits are similar in structure to PVCs, but SVCs are provisioned on demand by End-user premises equipment that signals the ATM cell relay network to set up and tear down logical connections. The network will respond to these requests by provisioning a virtual connection across the network based on the quality of service parameters requested, provided that sufficient network resources are available to establish the connection. Each UNI that is SVC signal enabled will be provided with a SVC ICD (International Code Designator) prefix which will uniquely identify the UNI. The End-user must use this Telephone Company assigned prefix when requesting SVC virtual connections across the Telephone Company Cell Relay Network. Constant Bit Rate and Variable Bit Rate SVCs will be limited to a maximum Peak Cell Rate of 20 Mbps and a maximum Sustained Cell Rate of 20 Mbps.
- j. User Network Interface (UNI) - User Network Interface (UNI) is a dedicated digital line that provides a connection from the End-user's premises to the Company hub or serving wire center. The effective maximum data rate for these digital lines is either DS-1 (1.5 Megabits per second) DS-3 (45 Megabits per second) or OC3c (155 Megabits per second). Each UNI requires at least one Permanent Virtual Circuit (PVC) in order for traffic to traverse the network if SVCs are not in use. The End-user may elect to subscribe to multiple PVCs. This feature is established over the UNI via address mapping which enables the End-user to have virtual connections to various locations.
- k. Variable Bit Rate (VBR) - A Variable Bit Rate is a flow of information in "bursts", and does not flow at a constant rate. An example of an application using VBR is Local Area Network (LAN) traffic.

- l. Virtual Channel Connection (VCC) - A Virtual Channel Connection is a type of PVC with independent identity and defined Service parameters that is provisioned via Service Order, and cannot be altered by the End-user without additional Service Order activity.
- m. Virtual Path Connection (VPC) - A Virtual Path Connection is a type of PVC with defined Service parameters that is provisioned via a Service Order. The End-user may provision their own virtual connections within the VPC provided that the sum of the Service parameters of all of the virtual channels do not exceed the aggregate Service parameters of VPC.

### **Provision of Service:**

ATM Cell Relay Service will consist of:

One UNI from Customer's premises to the central office based cell relay switch with maximum capacity for either DS1 (1.5Mbps), DS3 (45 Mbps) or OC3c (155 Mbps). The OC3c (155 Mbps) UNI is available provisioned over SONET facilities which provides a survivable service that automatically switches to an alternate (not diverse) path in the event of a failure on the primary path, or provisioned over a direct fiber with no alternative route.. At least one PVC is required to be provisioned per UNI in order for traffic to traverse the network unless SVCs are employed. The PVC can be either a VCC or a VPC.

Permanent Virtual Connections (one or more of any of the following)

- Constant Bit Rate Virtual Channel Connection
- Variable Bit Rate Virtual Channel Connection
- Constant Bit Rate Virtual Path Connection
- Variable Bit Rate Virtual Path Connection (N)

### **Service Functionality:**

The basic service functionality consists of transporting, within a LATA, ATM Cells of information from one UNI to any other UNI. Each Cell Relay Cell is delivered unchanged from the source to the destination(s).

### **Service Parameters:**

Class A – CBR

- a. Peak/Sustained Cell Rate Customer selects in increments of 64 Kbps up to the maximum speed of the UNI Non-Conforming Cells Discarded Cell Delay Variation DS3 = 600 microseconds. Tolerance (CDVT) OC3c = 600 microseconds Class C – VBR
- b. Sustained Cell Rate (SCR) Customer specified in increments of 64 Kbps up to the maximum available capacity of the UNI Peak Cell Rate (PCR) 200% of SCR up to the maximum capacity of the line Cell Delay Variation DS3 = 600 microseconds Tolerance (CDVT) OC3c = 600 microseconds Maximum Burst Size (MBS) 100 Cells. Nonconforming Cells Discarded Exceeding Peak Rate Exceeding Sustained Cell Tagged and or Discarded Rate plus MBS.

**Attachment B**  
**Modification #21**  
**Contract VA-900701-C&P**

Attachment "B" is hereby incorporated into and made an integral part of Modification #21 to Contract VA-900701-C&P between Verizon Virginia Incorporated and the Commonwealth of Virginia.

**Frame Relay to ATM Service Interworking ("FRASI")** Contractor will provide Frame Relay to ATM Service Interworking (FRASI) Services, in compliance with recognized industry standards, including Frame Relay Forum Standards (e.g. FRF.5, *Frame Relay/ATM PVC Network Interworking Implementation Agreement*; FRF.6, *Frame Relay Service Customer Network Management Implementation Agreement*; FRF.8, *Frame Relay/ATM PVC Service Interworking Implementation Agreement*) to the DIT if it should wish to interwork the Contractor's Frame Relay Services with Contractor's ATM services. This Service is intended to enable Frame Relay End-users to connect, send and receive information transparently.

Aggregated Frame Relay Committed Information Rates (CIR) for individual and combined FRASI circuits will not exceed 50% of the subscribed line speed. For example, if the DIT orders a DS-1 (1.544 Mbps) FRASI service, the total, aggregate CIR for all PVC's associated with that circuit may not exceed 768 Kbps.

No PVC supporting FRASI service will interconnect any given pair of intra-LATA or inter-LATA ATM switches unless there is a requested, existing or other serving arrangement mutually agreed upon by the DIT and Contractor between those intra-LATA or inter-LATA switches. The FRASI PVC's interconnecting any pair of ATM switches or lata's will be created or reconfigured as necessary according to a mutually agreed upon schedule to meet the DIT's requests for new or reconfigured service.

**Party Responsibilities:**

Terminal equipment provided by End-user must meet the following interface requirements:

- End-user shall provide compatible equipment (e.g., Routers, Data Service Units/Channel Service Units, etc.) in accordance with interface specifications necessary to connect with Contractor equipment.
- Contractor's responsibility will be limited to the furnishing of data communication facilities suitable for the digital SNAL and for provisioning the SNAL to End-user's premises network interface.
- Contractor is not responsible for installation, operation or maintenance of any equipment provided by End-user.
- End-user is responsible for provisioning the inside wire from the network interface to the Frame Relay compatible equipment.

There will be an administrative charge of \$25.00 per written and authorized TSO for unlimited reconfigurations per UNI in order to administer Virtual Channel mapping. DIT will not pay for any Services that have not been identified on a TSO and confirmed with Contractor. FRASI PVCs are used to connect a Frame Relay Service UNI to an ATM UNI. End-user shall pay for each additional PVC after the initial one. Subject to technical constraints, the Contractor may limit the number of additional PVCs that may be assigned.

**Attachment C**  
**Modification #21**  
**Contract VA-900701-C&P**

Attachment "C" is hereby incorporated into and made an integral part of Modification #21 to Contract VA-900701-C&P between Verizon Virginia Incorporated and the Commonwealth of Virginia.

**Minimum Order Quantity/ LATA Requirements**

Individual LATAs will be built out, after a Minimum Order Quantity of GigE Equivalents has been obtained from Ordering Parties. A GigE Equivalent value of .15 10Mbps and .45 per100Mbps will be assigned to these speeds, so that the Initial Order Quantity may be made up of a combination of drops. The GigE Equivalents will also include a specified minimum number of 100M drops, ranging from one to two drops per LATA. In order to build out all six LATAs a Minimum Order Quantity of forty two (42) GigE equivalents, inclusive of no less than eight (8) 100 Mbps drops is required. If these order minimums are not met within thirty six (36) months, Contractor may petition the Department of Information Technology for a change in prices. Any order placed for Transparent LAN Services by any party eligible to purchase service pursuant to this Agreement will count toward this minimum regardless of whether the service is purchased against this Agreement.

The required GigE Equivalents and the 100Mbps Minimum quantities per Lata are as follows:

		# GigE Equivalents -----	Min # of 100Mbps Drops -----
Lata	236	7	1
	244	7	1
	246	6	1
	248	10	2
	250	3	1
	252	9	2

Contractor shall provide TLS services within its serving area to End-user's locations based on End-user demand, switch location, fiber availability, and end user location. The provisioning of Service is subject to availability. Service shall be subject to the conditions set forth in this Modification.

The TLS Services will be furnished, provided however, that the loss for the connection does not exceed the following:

<b><u>Service</u></b>	<b><u>Maximum Loss</u></b>
10Mbps	20 dB
100Mbps	26 dB
1000 Mbps GigE	22 dB

**Commonwealth Responsibilities**

End User or DIT will provide:

- Sufficient power, space, and a path for Contractor to place network equipment at the End-user site.
- A mutually agreeable conduit protected path for any fiber cable placement required on End-user premises.
- Access to sites as needed by Contractor personnel consistent with DIT policy and procedures.



**MODIFICATION #20  
TO  
CONTRACT NUMBER VA-900701-C&P  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
VERIZON VIRGINIA, INC.  
(Formerly known as Bell Atlantic – Virginia, Inc.)**

This MODIFICATION #20 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "DIT" (Department of Information Technology), and Verizon Virginia, Inc., hereinafter referred to as "Verizon" or "Contractor" relating to the modification of the above contract. This Modification #20 is hereby incorporated into and made an integral part of the Contract.

The purpose of this Modification #20 is to document the new name used by "Contractor" under the above-referenced Contract, and both parties' agreement concerning the addition of services to the Contract. All obligations identified in Contract VA-900701-C&P will not change as the Contractor uses the new name.

Both above referenced parties hereby agree that all references made to "Bell Atlantic – Virginia, Inc." or "Contractor," shall refer to Verizon Virginia, Inc. (Verizon). Both parties further agree that although the name of "Contractor" has changed from the name Bell Atlantic – Virginia, Inc. to the new name Verizon Virginia, Inc. (Verizon), all Contract duties and obligations of the Contractor and the State have not changed.

Both above referenced parties hereby agree to the addition of the following services to the Contract as described in Attachment "A" to this Modification #20. Attachment "A" is hereby incorporated herein, attached hereto, and made an integral part of this Modification #20:

1. IntelliLinQ - BRI Service
2. IntelliLinQ - PRI Service

Both above referenced parties further agree to the pricing for the services shown above as delineated in Attachment "B" to this Modification #20. Attachment "B" is hereby incorporated herein, attached hereto, and made an integral part of this Modification #20. There are no other fees, service charges, or costs of any type for the services other than those identified on Attachment "B".

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-900701-C&P and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

VERIZON

BY: T. M. Cassteuens

NAME: T. M. CASSTEUVENS

TITLE: BRANCH SALES ENGINEERING  
MANAGER

DATE: 3-4-02

COMMONWEALTH OF VIRGINIA

BY: Joe A. Parr

NAME: Joe A. Parr

TITLE: Contracts Engineer

DATE: March 1, 2002

**Attachment "A"**  
**Modification #20**  
**Contract VA-900701-C&P**

**Service Product Descriptions**

**A. IntelliLinQ – BRI Service**

Virtual Office ISDN includes the following:

1. Alternate Voice and Data on Channel B1
2. Data Only on Channel B2, Conference
3. Transfer
4. Drop
5. Hold
6. Three (3) Call Appearances of the Primary Directory Number
7. Calling Name and Number I.D.
8. Additional Call Offering
9. Call Forwarding Variable
10. Unlimited Local Circuit Switched Data Calls

**B. IntelliLinQ – PRI Service**

1. Basic IntelliLinQ PRI Service

Basic **IntelliLinQ** PRI Service is an optional form of local exchange access based on the Primary Rate Interface (PRI) arrangement of the Integrated Services Digital Network (ISDN). Basic **IntelliLinQ** PRI service provides a high-capacity access path for communications providing voice or data transmissions over the public network.

2. Enhanced IntelliLinQ PRI Hub Service

Enhanced **IntelliLinQ** PRI Hub Service provides Information Services Remote Access Providers (ISRAPs) and their end user customers with a LATA-wide integrated voice/data communications capability for the transmission of circuit-switched voice and data signals.

This service offers single, LATA-wide telephone number connectivity on a dial-sp basis for the ISRAP's end user customers with transport to a designated hub interconnection within the LATA. From there the call continues to the ISRAP's premises location over dedicated high-speed access facilities purchased separately by the ISRAP.

**Attachment "B"**  
**Modification #20**  
**Contract VA-900701-C&P**

**Service Product Pricing**

**A. IntelliLinQ BRI Service (ISDN)**

<u>Flat Rate Data</u>	<u>Mo/Mo MRC</u>	<u>NRC</u>	<u>12 Mo. MRC</u>	<u>NRC</u>	<u>36 Mo. MRC</u>	<u>NRC</u>
Virginia	\$70.00	\$100.00	\$40.00	\$100.00	\$40.00	\$75.00
1MB Rate \$11.00 - \$13.00						
FCC/SCC, each	\$6.52					
FCC Port, each	\$1.52					

**B. IntelliLinQ-PRI Service**

<u>Service Description</u>	<u>Monthly</u>	<u>One-Time</u>
Primary Rate Access Facility And Channelization	\$ 370.00	\$ 700

**Optional Service Features Packages I and II**

Features Package I (Calling Line Identification and Call- By-Call Service Selection), per IntelliLinQ PRI Arrangement	\$ 105.00	\$ 100
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Features Package II (Calling Line Identification with Name, Redirecting Number, Call-by- Call Service Selection), per IntelliLinQ PRI Arrangement	\$ 235.00	\$ 100
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**Optional Individual Features**

Call-by-Call Service Selection	\$ 56.00	\$ 100
Calling Line Identification	\$ 72.00	\$ 100
Two B Channel Transfer	\$ 75.00	\$ 100
Modified Redirecting Number	\$ 40.00	\$ 75
Redirecting Number	\$ 50.00	\$ 75
Calling Line ID with Name	\$ 150.00	\$ 100

DID Trunk Termination Per Trunk \$ 114.00 \$ 100

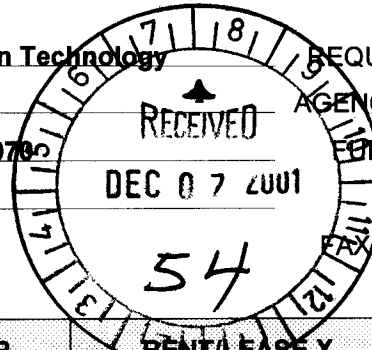
Rates based on minimum one year commitment.



# COMMONWEALTH OF VIRGINIA AGENCY PROCUREMENT REQUEST

## 1. AGENCY INFORMATION

AGENCY: Department of Information Technology REQUEST NO.: 02-0022  
AGENCY DIVISION: Telecommunications AGENCY CODE: 138  
PROGRAM NAMES/CODES: Requisition Number: 345-0700 FUND CODE: \_\_\_\_\_  
CONTACT NAME: Stuart L. Thacker TEL. NO.: (804) 371-5543  
FAX TEL. NO.: (804) 225-4933



## 2. ESTIMATED PROCUREMENT COSTS

ITEM	PURCHASE PRICE	RENT OR LEASE/MO.	RENT/LEASE X TERM (MOS.)	TOTAL
HARDWARE			( )	
SOFTWARE			( )	
SERVICES		\$0.00	( )	\$0.00
MAINTENANCE: Monthly			( )	
FINANCE CHARGE		N/A	N/A	
OTHER CHARGES		N/A	N/A	
TOTAL				\$0.00

## 3. SEE PAGE 2 OF THIS FORM: PROJECT DESCRIPTION AND JUSTIFICATION (FEASIBILITY STUDY)

## 4. FUNDING CERTIFICATION

### CERTIFICATION:

*I hereby certify that sufficient funds for this request are available under the source(s) indicated.*

### FUND SOURCES:

Cost Center: 345

Billing Element: 32000

Sub-Object Code Sequence Suffix

1217 / \_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_

### SUBMITTED:

11/19/2001  
Date

Robert H. Davidson  
Name (Type or Print)

Robert H. Davidson  
Signature

Telecommunications  
Director  
Title

## 5. RECOMMENDED FOR APPROVAL

12/12/01  
Date

[Signature]  
Director  
DIT Acquisition Services Division

### FOR DIT USE ONLY

DIT APR #: 54

ASSIGNED TO: Butler

APPROVAL #: D36

APPROVAL AMOUNT \$:

DELIVERY ORDER #: mod # 1

CONTRACT #: VA-900701-C&P

00 AUG 10 AM 9:22

**MODIFICATION #19  
TO  
CONTRACT VA-900701-C&P  
BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
AND  
VERIZON VIRGINIA, INC.**

This MODIFICATION #19 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" and Verizon Virginia Incorporated, formerly known as Bell Atlantic - Virginia, Inc., hereinafter referred to as "Verizon" or "Contractor", relating to Contract VA-900701-C&P, dated December 19, 1990, as amended, ("Contract" or "Agreement"). This Modification #19 is hereby incorporated into and made an integral part of the Contract.

Effective as of July 1, 2000, both parties agree as follows;

- 1. REFERENCE:** Section 5, as amended, entitled "Contract Term":

Effective upon execution of this Modification #19, both parties hereby agree that the Contract Term shall be extended through June 30, 2005.

- 2. REFERENCE:** Modification # 15, Section 5.A entitled "Contract Discount":

- a. The first paragraph of the above referenced section 5.A entitled "Contract Discount" is hereby deleted in its entirety and replaced with the following:

"Commencing on July 1<sup>st</sup>, 2000, the Commonwealth will receive a monthly 10% discount on the total expenditures for Products and Services purchased from Contract VA-900701-C&P. In exchange for the 10% monthly discount to Contract VA-900701-C&P, the Commonwealth shall commit to \$20 million in total annual expenditures for Services and Products from all Contractor Agreements with any Commonwealth entity (Commonwealth Entity includes local governments as delineated on Appendix K). The defined annual time period for this discount/commitment calculation shall be July 1<sup>st</sup> through June 30<sup>th</sup> of each year ending June 30<sup>th</sup> 2005. For each annual period that the Commonwealth does not subscribe to the \$20 million of Contractor's Services and Products, as calculated prior to any discount, the Commonwealth shall, at Bell Atlantic's discretion, pay the difference upon receipt of a correct invoice and payment terms as defined herein. The parties reaffirm that all payment obligations under this Contract are subject to appropriated funds being available for expenditure for this purpose by the using agencies or institutions."

- b. The last sentence of the second paragraph in the above referenced Section is deleted in its entirety and replaced with the following;

“The Contractor’s intent is to not limit the Services available for the \$20 million calculation to Contract VA-900701-C&P but to allow the Commonwealth to benefit from the total dollars expended for Services statewide from the Contractor.”

3. **REFERENCE:** Modification #8, and Appendix I:

Both parties hereby agree that Direct Service Plan (DSP) shall be available to any Commonwealth entity that obtain DIT’s written conformation and meet the criteria as set forth in Appendix I, and to local governments pursuant to Appendix K

Therefore the following changes are made:

- a. The third paragraph of Modification #8 it hereby amended from:

“WHEREAS, The Commonwealth wishes to allow certain institutions of higher education specified by DIT to purchase telecommunications services directly from Bell Atlantic under the Contract;”

to:

“Whereas, the Commonwealth will allow any Commonwealth entity, that adheres to the criteria as delineated herein, to purchase telecommunications services pursuant to this Agreement from Verizon, or in the case of local governments from the Commonwealth pursuant to Appendix K, as a DSP participant.”

AND,

- b. The first sentence of paragraph I.1 is hereby amended from:

“The DSP will be available to Commonwealth institutions of higher education which have received the written approval of DIT and which meet all of the following criteria:”

to:

“The DSP will be available to any Commonwealth customer which has received the written approval of DIT and which meets all of the following criteria, or in the case of local governments, the criteria set forth in Appendix K.”

4. **REFERENCE:** Modification 18, Appendix K:

Both parties agree that Direct Service Plan (DSP) shall be available to any local government that obtains DIT’s written confirmation and meet the criteria as set forth in Appendix K. Therefore, the following additional paragraph is added to the current Appendix K, as K.7.”

“K.7. Direct Service Plan for local governments

Notwithstanding Section K.4, the Commonwealth may authorize Contractor to accept service orders directly from local governments on behalf of the Commonwealth for local governments that purchase quantities from the Commonwealth that meet DIT’s criteria for DSP participation. Notwithstanding Section K.5, the Commonwealth may also authorize Contractor to bill such local governments directly on behalf of the Commonwealth. The



local governments will remit payments to Contractor. The Commonwealth is responsible for management of the sales of Services to local governments. Ultimate financial responsibility for all Services provided under the Contract, including without limitation this Appendix K, is governed by Sections 4, 15, and 18 of the Contract, Va. Code § 2.1-455, and any other applicable laws, regulations, and Contract terms.”

5. **REFERENCE:** MODIFICATION #15, page 2 of 2, item number 1;

The above reference is hereby amended from:

“1. Section A.24 DIGITAL FACILITY TERMINATION:

Subsequent to the execution of this Modification #15, all DFTs shall be charged at the rate of \$590.00 per month. All commitments for quantities and length of services are removed.”

to:

“1. Section A.24 DIGITAL FACILITY TERMINATION:

Effective as of July 1<sup>st</sup>, 2000, all DFTs shall be charged at the rate of \$300.00 per month. All commitments for quantities and length of service are removed. In addition, the Contractor represents that all charges for any DFTs shall be reduced to \$0.00, (zero dollars) effective July 1, 2002 and remain at \$0.00 (zero dollars) for the remainder of the Contract period. This applies to any DFT, whether in place now or installed prior to June 30, 2005. DFTs are provided subject to availability of facilities as determined by the Contractor.”

6. **REFERENCE:** Appendix H, entitled Frame Relay Services:

Both parties agree to revised Frame Relay Services pricing, and therefore the following amendment to the above reference is made.

The pricing table at the bottom of page 102, of Appendix H as modified, is amended from:

Service	First Three Years	Years Four & Five	
Level	Monthly Rate	Monthly Rate	NRC
56 Kbps	\$150.00	\$135.00	\$800.00
1.536Mbps	\$380.00	\$345.00	\$1,000.00”

to:

Effective July 1<sup>st</sup>, 2000, for all Frame Relay Service currently in place and for all new Frame Relay Services, the pricing is as follows:

56Kbps Frame Relay Services shall be \$135.00 per month and for 1.536 Mbps Frame Relay Services the monthly price shall be \$345.00. The Non Recurring Charge shall be \$800.00 and \$1,000.00 respectively.

7. **REFERENCE:** Appendix A, page 18 of 60, section A.9.d.:

The Contractor represents that Station Message Detail Recording (SMDR) to Premises shall be provided at no cost to the Commonwealth, where the Contractor has determined that adequate facilities are in place. Therefore the following addition to the above reference is made:

At the end of the listing in the above reference, add the following:

"Station Message Detail Recording (SMDR) to Premises. Implementation of this feature and use thereof is provided by the Contractor free of charge, where the Contractor determines there are facilities adequate to provide the services."

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-900701-C&P and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.  
PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH  
PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE  
BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

VERIZON VIRGINIA, INC.

BY: Robert W. Woltz, Jr.  
NAME: Robert W. Woltz, Jr.  
TITLE: President  
DATE: 8/10/00

COMMONWEALTH OF VIRGINIA

BY: Jeff Davis  
NAME: Jeff Davis  
TITLE: Contracts Manager  
DATE: 8-15-00

**MODIFICATION #18  
TO  
CONTRACT NUMBER VA-900701-C&P  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
BELL ATLANTIC – VIRGINIA, INC.**

This MODIFICATION #18 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "DIT" (Department of Information Technology), and Bell Atlantic – Virginia, Inc., hereinafter referred to as "Bell Atlantic" or "Contractor" relating to the modification of the above contract. This Modification #18 is hereby incorporated into and made an integral part of the Contract.

**Reference: APPENDIX K:**

APPENDIX K (consisting of pages 114 through 116) entitled "TERMS AND CONDITIONS GOVERNING THE PURCHASE OF BELL ATLANTIC CENTREX SERVICES BY THE COMMONWEALTH FOR PROVISION TO LOCAL GOVERNMENTS" is hereby modified to delete it in its entirety. The previous APPENDIX K shall be replaced by a new APPENDIX K, "TERMS AND CONDITIONS GOVERNING THE PURCHASE OF BELL ATLANTIC CENTREX SERVICES BY THE COMMONWEALTH FOR PROVISION TO LOCAL GOVERNMENTS", attached hereto and hereby incorporated by reference, as pages 114 and 115.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-900701-C&P and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

BELL ATLANTIC – VIRGINIA, INC.

BY: Robert W. Woltz, Jr.

NAME: Robert W. Woltz, Jr.

TITLE: President

DATE: 7/5/00

COMMONWEALTH OF VIRGINIA

BY: Joe A. Parr

NAME: Joe A. Parr

TITLE: Contracts Engineer

DATE: June 30, 2000



**TERMS AND CONDITIONS FOR ACQUISITION  
OF  
TELECOMMUNICATIONS SERVICES AND EQUIPMENT**

**CONTRACT NUMBER VA-900701-C&P**

**APPENDIX K: TERMS AND CONDITIONS GOVERNING THE  
PURCHASE OF BELL ATLANTIC CENTREX SERVICES BY THE  
COMMONWEALTH FOR PROVISION TO LOCAL GOVERNMENTS**

APPENDIX K is hereby incorporated by reference, made an integral part of, and attached to Contract Number VA-900701-C&P, as amended, between Bell Atlantic – Virginia and the Commonwealth of Virginia. In the event of any inconsistencies between the terms and conditions of the contract and this Appendix K, the contract shall control.

- K.1. The Commonwealth may purchase Bell Atlantic Centrex and other services pursuant to this Contract for provision to political subdivisions and local school divisions which are created solely by the Commonwealth or its political subdivisions and which are located in the Commonwealth. For purposes of this Appendix, “political subdivisions” shall be defined to mean all Virginia counties, cities, towns, boroughs, and others as stated in the Code of Virginia, Section 8.01-385(3)iii. For purposes of this Appendix, “local school divisions” shall mean schools under the authority of the Virginia Board of Education, and all schools under the supervision of the Virginia school boards constituted under Title 22.1 of the Code of Virginia. This Appendix authorizes the Commonwealth to purchase such Bell Atlantic Centrex and other specified services solely for the internal use of the political subdivisions and local school divisions and not for resale by the political subdivisions and local school divisions. For purposes of brevity only, “political subdivisions and local school divisions”, as defined in this section, shall hereinafter be referred to in this Appendix as “local governments”.

The Commonwealth is responsible for adherence to all Contract terms and conditions for all services acquired by the Commonwealth for provision to local governments. It is solely the responsibility of the Commonwealth to provide bills to and collect monies owed by local governments for such services provided by the Commonwealth to local governments.

K.2. Eligible Services

Under this Appendix, the Commonwealth may purchase for provision to local governments analog and digital Centrex and other services offered under the Contract, excluding the Services offered under Sections A.4, A.11, A.17(a)(4), A.21, A.23, Appendix F, and Appendix G.

K.3. Conversion from Bell Atlantic Centrex to Centrex provided by the Commonwealth

This Appendix does not release any local government which currently subscribes to Bell Atlantic Centrex service, pursuant to either Bell Atlantic's tariff or a separate agreement, or some combination of the two, from any of the terms and conditions of its current Bell Atlantic Centrex tariff and/or agreement in migrating its existing Bell Atlantic Centrex service to Centrex provided by the Commonwealth.

Contract installation charges will apply for each new line installed by the Commonwealth which is intended for use by a local government. In the case of an existing Bell Atlantic Centrex line being converted to a Commonwealth Centrex line where the conversion requires only a billing reconfiguration and no physical facility work, installation charges will not apply. Instead, a billing conversion charge of \$15.80 per line will apply.

K.4. Service Orders

All service orders for services purchased by the Commonwealth for provision to local governments must be placed by DIT or DIT's duly authorized representative.

K.5. System Configuration and Billing

Each local government which acquires Centrex Services from the Commonwealth will be configured as a separate, standalone Centrex group. If a local government's Centrex Services are not provided from a single Bell Atlantic central office, interoffice mileage at the Contract, prevailing, or tariffed rate will apply from the serving central office to each other central office from which that local government's Centrex is provided. If a Centrex Service purchased by the Commonwealth for provision to a local government is provided from the same central office and the same central office switch used by Bell Atlantic to provide other Centrex Service to the Commonwealth, then Bell Atlantic shall engineer and configure these two Centrex Services to share the same interexchange carrier access Services provided by Bell Atlantic to the Commonwealth so that the Commonwealth can aggregate traffic from the two Centrex Services to the Commonwealth's interexchange carrier. The Commonwealth is responsible for any additional access Services required to meet the demand of these aggregated Centrex Services. If a Centrex Service purchased by the Commonwealth for provision to a local government is not provided from the same central office switch used by Bell Atlantic to provide other Centrex Service to the Commonwealth, the Centrex Service purchased by the Commonwealth for provision to a local government can be interconnected to the Commonwealth's Centrex system(s) only via conventional tie line connections, which may include analog and digital facilities, at Bell Atlantic's Contract, tariffed, or other prevailing rates. The Centrex Services purchased by the Commonwealth for provision to local governments will be billed as and will otherwise be considered as part of the Commonwealth's overall Centrex system. The Commonwealth is responsible for adherence to all Contract terms and conditions for all Services acquired by the Commonwealth for provision to local governments. It is solely the responsibility of the Commonwealth to provide bills to and collect monies owed by

local governments for such Services provided by the Commonwealth to local governments.

K.6. Rate Protection for the Commonwealth for Contract Rates Not Applicable in Some Cases

Bell Atlantic represents that the Contract rates for Services are based on a number of cost-causative factors, some of which are unique to the Service provided to the Commonwealth and that these factors for Services purchased by the Commonwealth for provision to local governments may vary significantly from the factors upon which the Contract rates are based. This Appendix does not require Bell Atlantic to provide Services to the Commonwealth for provision by the Commonwealth to local governments if the costs to Bell Atlantic of providing such service exceed the Contract rates for such Services as determined using cost methodologies accepted by the State Corporation Commission in determining such costs.

If Bell Atlantic determines that its costs to serve a particular local government exceed the Contract rate for such Services, then Bell Atlantic will provide the Commonwealth with a customized rate for such Services. Bell Atlantic and the Commonwealth must each agree in writing to implement any such customized rate prior to its implementation. The customized rate shall apply only to the specific local government for which the rate was developed.



# COMMONWEALTH OF VIRGINIA AGENCY PROCUREMENT REQUEST

## 1. AGENCY INFORMATION

AGENCY: **Department of Information Technology**  
 AGENCY DIVISION: **Telecommunications**  
 PROGRAM NAMES/CODES: Requisition Number: **345-011**  
 CONTACT NAME: **Stuart L. Thacker**



REQUEST NO.: **10-058**  
 AGENCY CODE: **138**  
 FUND CODE:  
 TEL. NO.: **(804) 371-5543**  
 FAX TEL. NO.: **(804) 786-4177**

## 2. ESTIMATED PROCUREMENT COSTS

ITEM	PURCHASE PRICE	RENT OR LEASE/MO.	RENT/LEASE X TERM (MOS.)	TOTAL
HARDWARE			( )	
SOFTWARE			( )	
SERVICES			( )	
MAINTENANCE: Monthly			( )	
FINANCE CHARGE		N/A	N/A	
OTHER CHARGES		N/A	N/A	
<b>TOTAL</b>				<b>-0-</b>

## 3. SEE PAGE 2 OF THIS FORM: PROJECT DESCRIPTION AND JUSTIFICATION (FEASIBILITY STUDY)

## 4. FUNDING CERTIFICATION

### CERTIFICATION:

*I hereby certify that sufficient funds for this request are available under the source(s) indicated.*

### FUND SOURCES:

Cost Center: **345**  
 Billing Element: **32000**  
 Sub-Object Code    Sequence    Suffix  
**1217**                                /  
    /  
    /  
    /

### SUBMITTED:

**01/18/2000**  
Date

**Robert H. Davidson**  
Name (Type or Print)

*Robert H. Davidson*  
Signature

**Telecommunications**  
**Director**  
Title

## 5. RECOMMENDED FOR APPROVAL

**2/9/2000**  
Date

*[Signature]*  
Director  
DIT Acquisition Services Division

FOR DIT USE ONLY	
DIT APR #:	<b>54</b>
ASSIGNED TO:	<b>Doug Wilson</b>
APPROVAL #:	<b>B32</b>
APPROVAL AMOUNT \$:	<b>0</b>
DELIVERY ORDER #:	<b>MOD 15</b>
CONTRACT #:	<b>DA 900701-249</b>

**MODIFICATION #17  
TO  
CONTRACT NUMBER VA-900701-C&P  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
BELL ATLANTIC - VIRGINIA, INC.**

99 AUG -5 AM 9:35

This MODIFICATION #17 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth", and Bell Atlantic - Virginia, Inc., hereinafter referred to as "Bell Atlantic" or "Contractor", relating to Contract VA-900701-C&P, dated December 19, 1990, as amended, ("Contract" or "Agreement"). This Modification #17 is hereby incorporated into and made an integral part of the Contract.

The purpose of this Modification #17 is to identify Virtual Private Network Solutions (VPNS) as an option for the Commonwealth of Virginia. The VPNS service would allow the Commonwealth to establish virtual private network(s) for non-blocking inter-location calling between or among designated state locations using the Contractor's public network facilities instead of leased private lines. The VPNS service shall be provided at the Commonwealth's discretion for new facilities/installations. Upon mutual agreement between the Commonwealth and the Contractor, VPNS service shall be provided for existing facilities and/or calling from new facilities/installations using VPNS to existing facilities. Section I. on revised page 19 attached, details the features and technical requirements of VPNS.

1. **Reference:** A.9, entitled "Enhanced Centrex Services", page 19 of 60.

Both parties agree to delete the above referenced page and replace with the "page 19 of 60 through 19D of 60", of which section I. identifies VPNS options and charges. Attachment A, consisting of pages numbered 19 of 60, 19A of 60 through 19D of 60 are attached to this modification and are incorporated herein.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-900701-C&P and cannot be modified, except in writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

BELL ATLANTIC - VIRGINIA, INC.

BY: Robert W. Stallard

(For)  
NAME: Hubert R. Stallard

TITLE: President & CEO

DATE: 8-4-99

COMMONWEALTH OF VIRGINIA

BY: Jeff Davis

NAME: Jeff Davis

TITLE: Contracts Manager

DATE: 7-30-99





- e. These features are included as part of Enhanced Centrex Service at no additional charge over and above the Enhanced Centrex Service line charge.
- f. There is a monthly access charge of \$5.09 per Enhanced Centrex Service line in addition to the Enhanced Centrex Service line charge of \$11.00 per month. The total monthly charge for an Enhanced Centrex Service line is \$16.09.
- g. All existing Basic Voice Centrex Service and Enhanced Voice Centrex Service lines will be converted to the new Enhanced Centrex lines on a schedule which is mutually agreeable to both Bell Atlantic and the Commonwealth. Line rate savings from this conversion will accrue to the Commonwealth upon the successful conversion of each line or ninety (90) days after the execution of Modification #10, whichever occurs first.
- h. Existing specialized features not contained in the Enhanced Centrex Service Feature List will continue to be available to the Commonwealth. These features will continue to be priced according to the tariff or other prevailing rate. Should the Commonwealth require customized pricing based on volume, criticality, or other factors on features not contained in the Feature List, Bell Atlantic will develop and submit to the Commonwealth customized rates for these features.
- i. The Call Forward Variable feature shown in the Feature List will be substituted for the remote Call Forwarding feature on all Centrex service lines. The authorization Code feature and corresponding rates as well as the authorization code feature installation charges remain unchanged.
- j. A "Campus Student Emergency Hot Line" service is available. This Service will enable commonwealth user, such as agencies, corrections facilities, and institutions of higher education with campus-like environments, to install Centrex lines which are intra-system calling only. These lines can be deployed in or around emergency call stations, elevators, dormitory lobbies, etc. These lines are pre-programmed to immediately dial a predetermined Centrex extension with an agency's or institution's Centrex system. The automatically dialed calls are limited to intra-system extensions only and may not be forwarded over private or dedicated special access facilities without prior written consent from Bell Atlantic. The cost of each Campus Student Emergency Hot Line Centrex Service line is \$26.80 per line.
- k. Centrex "Caller ID" (number identification only) is available to the Commonwealth on any analog Centrex line at a monthly recurring cost of \$0.50 per line, per month, with no installation cost.
- l. Virtual Private Network Service (VPNS) Features  
Users must subscribe to either Location Code Dialing or Portable Extension Dialing as detailed in Section (1) "Private Dialing Plan".

**Service Establishment Charge: \$500.00**

**This is a one time charge for each VPNS service installation establishing a Private Dialing Plan, in addition to all associated fees detailed below. All other VPNS features listed in sections (2) through (7) are at the Commonwealth's option.**

(1) Private Dialing Plan

- (a) Location Code Dialing - Feature allows for extension numbers to indicate a specific location. The extension numbers are a combination of digit(s) or access code and digits corresponding to part or all of the customer's North American Numbering Plan telephone number. This dialing plan allows duplication of extension numbers among locations served by difference central offices.

	<u>Installation</u>	<u>Monthly</u>
	\$2,000.00	\$255.00
Additions or Changes, per occasion		
First 9 numbers		\$50.00
10 and over		\$50.00

- (b) Portable Extension Dialing - Feature allows an extension number that is independent of the North American Numbering Plan. When a user moves from one location to another, his/her public telephone number will change but their assigned extension number can stay the same. This allows any caller within the users network to reach the user by dialing the same extension regardless of the user's location.

	<u>Installation</u>	<u>Monthly</u>
	\$2,000.00	\$170.00
Additions or Changes, per occasion		
First 9 numbers		\$50.00
10 and over		\$50.00

(2) Off-net/On-net Calling

- (a) On-net to On-net - Calls originating from and terminating to a telephone number included in the private dialing plan database. The caller dials a pre-defined dialing plan number for the location to be reached.
- (b) On-net to Off-net - Calls originating from a designated on-net location (telephone numbers included in customer's private dialing plan database) and terminating off-net (telephone numbers not included in customer's private dialing plan database). The caller dials a standard 10-digit NANP number in the same manner as placing a long-distance call.
- (c) Off-net to On-net - Calls originating from a telephone number not in the customer's private dialing plan database but terminates to a telephone number included in the customer's private dialing plan database. The caller will be required to enter an authorization code in order to access the customer's VPNS remotely. Once the caller has been granted access to the VPNS, the private dialing plan can be used to complete the call.
- (d) Off-net to Off-net - Calls originating and terminating in telephone numbers not included in the customer's private dialing plan database. This type of call applies to traveling employees who might be accessing the VPNS via a remote access mode. Once the caller has been granted access to the VPNS the call will be routed in the same manner as an On-net to Off-net call.
- (e)

(3) Facility Hubbing

- (a) Routing Pattern Control - enables the customer of record to pre-select the route (private facilities or public network) of outgoing, off-net calls based on the called party's telephone number, time-of-day and/or day-of-week.

	<u>Installation</u>	<u>Monthly</u>
	\$2,000.00	\$340.00
Additions or changes or deletions		
Per route		\$50.00

- (b) Remote Access to Private Facilities - the capability for customer's of record station lines (Centrex lines, PBX trunks, ISDN lines or POTS lines) to reach a remotely located private facility or group of facilities by dialing an access code.

Per facility group		
	<u>Installation</u>	<u>Monthly</u>
	\$400.00	\$85.00

- (c) Facility Termination - the capability for private facilities terminated in a central office to be accessed by remote VPNS users.

Per facility		
	<u>Installation</u>	<u>Monthly</u>
	\$50.00	\$25.00

(4) Call Screening Controls (Screening patterns are limited to three (3) patterns per location.)

- (a) Call Patterns Screening Controls - Customer defined calling privileges which allow for screening by called telephone number or Numbering Plan Area (NPA).

	<u>Installation</u>	<u>Monthly</u>
	\$500.00	\$50.00

- (b) Time-of-day, day-of-week Screening - permits the customer to restrict calling privileges based on the time-of-day and/or day-of-week.

	<u>Installation</u>	<u>Monthly</u>
	\$500.00	\$50.00

(5) Remote Access (Usage charges specified in (3) (b) above also apply.)

- (a) Work-at-Home - the ability for Commonwealth employees to use their residential telephones to originate business calls by dialing a predefined



- (b) access code before initiating the call and having the associated usage billed directly to their office telephone number.

Per employee telephone number	\$0.05
<u>Installation</u>	<u>Monthly</u>
\$5.00	\$5.00

- (c) Business Travel - the ability for a Commonwealth employee to use an off-net telephone to originate business calls by dialing a pre-defined access code and identification code before initiating the call and having the associated usage billed directly to their office telephone number.

Per employee account	
<u>Installation</u>	<u>Monthly</u>
\$5.00	\$5.00

Per message \$0.05

- (6) Access Control - Security for access to specific facilities, to override station restrictions, or to access VPNS features, can be provided based on the calling number, an authorization code, a Personal Identification Number or a combination of the above.

- (a) Authorization Codes - Codes from 2 - 15 digits in length that can be used to validate access and/or calling privileges.

<u>Installation</u>	<u>Monthly</u>
\$5.00	\$2.00

- (b) Personal Identification Number - Numbers that can vary in length from 4 to 8 digits that can be used to associate restricted services and privileges with employees and/or office telephone numbers.

<u>Installation</u>	<u>Monthly</u>
Per PIN \$5.00	\$2.00

- (c) Interactive Account Codes - Codes used by customers of record to track network usage and to bill back usage to a particular department or user.

1. Non-validated Account Codes - Codes assigned by customers to track and bill back to specific departments or clients. These codes are not verified as legitimate codes belonging to the customer i.e. any 1 - 8 digit code entered will be recorded.

<u>Installation</u>	<u>Monthly</u>
\$5.00	\$2.00

2. Validated Account Codes - Codes assigned by customers to track and bill back to specific departments or clients. These codes are verified against legitimate codes as belonging to the customer.

	<u>Installation</u>	<u>Monthly</u>
Per code	\$5.00	\$3.00

3. Forced Account Codes - Enables a customer to require all originating calls to enter an account code prior to connecting the terminating end.

	<u>Installation</u>	<u>Monthly</u>
Per code	\$5.00	\$3.00

- (7) Virtual Hot Line Service - Allows for a predefined automatic connection from an on-net telephone to another on-net telephone at a remote location. When the receiver of the Virtual Hot Line Station is lifted, the telephone number of a pre-determined on-net station will be connected.

	<u>Installation</u>	<u>Monthly</u>
Per line	\$25.00	\$25.00

#### A.10 COMMONWEALTH BASIC RATE INTERFACE (C-BRI) SERVICE

- a. Existing Voice/Data Centrex Service will hereinafter be known as Commonwealth BRI (C-BRI) Service. C-BRI Service is available to the Commonwealth in those locations which are covered by the Bell Atlantic central offices listed in Appendix L.
- b. On a case-by-case basis, contractor may make C-BRI service available from offices other than those listed in Appendix B at either the Contract rates or at customized rates depending on distance and other operational limitations.
- c. Bell Atlantic will make available both currently employed Custom ISDN (as detailed in the AT&T proprietary Custom ISDN standards) and National ISDN-1 (NI-1) Centrex service. The NI-1 standard is available to the Commonwealth only in standalone configurations and is not available as an integrated system (with Custom ISDN) within the same Centrex group or common block.
- d. Orders for service by the Commonwealth will be processed according to the intervals contained in Section A.19. Any request for service prior to these intervals will be handled on a case-by-case basis and expedite charges of two (2) times the normal installation charges will apply.

(The remainder of this page is intentionally left blank.)

**MODIFICATION #16  
TO  
CONTRACT VA-900701-C&P  
BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
AND  
BELL ATLANTIC - VIRGINIA, INC.**

This MODIFICATION #16 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" and Bell Atlantic - Virginia, Inc., hereinafter referred to as "Bell Atlantic" or "Contractor", relating to Contract VA-900701-C&P, dated December 19, 1990, as amended, ("Contract" or "Agreement"). This Modification #16 is hereby incorporated into and made an integral part of the Contract.

Both parties hereby agree as follows;

***Current Contract provision:***

As indicated in Appendix I, section I.2, a DSP participant must subscribe to Station Message Detail Report (SMDR-to- premises data service). This SMDR service is priced at BA's current tariff.

***Clarification:***

Centrex Call Management (CCM) is also provided by the Contractor and can be used by DSP end users and may be used in place of SMDR. Both SMDR and CCM (Services) are proprietary to the Contractor and are available to any end user that the Commonwealth of Virginia (DIT) identifies as requiring the service. SMDR and CCM will provide local usage summaries and these statistics are included in the basic price of each of the named Services. However, local usage detail will only be provided at an additional cost, which is defined as BA's current tariff or BA's prevailing rate.

Based on the above, a new page 33B is added to the Contract which describes CCM as defined below.

***1. Additions to the Contract:***

CCM, monthly;

Subsequent to the execution of this Modification #16, CCM is available on either CD-ROM or Magnetic tape, and as further defined below:

D.I.T.

D.I.T.

- available to any end user that the Commonwealth of Virginia (DIT) has identified
- all records are defined and exactly specified by the end user as submitted to the Contractor by DIT, and are \$.008 each per month; no minimum or maximum quantities are imposed. DIT will identify all required "records" to the Contractor via the Service Order Process.
- for each designated end user location, the Commonwealth of Virginia shall pay \$50.00 monthly; this fee covers either the CD-ROM, or the Mag tape formats
- DIT will issue an "Order" to the Contractor for each designated end user, identifying the Centrex number range, so that the Contractor can add the necessary translation feature to each line. There are no additional costs, other than as identified herein, either one time set up costs or on-going recurring costs, for the Contractor to add this translation feature, or as a result of adding this translation feature, to each line.

**2. Reference: Appendix J, page 112, section J.4, subsection B., entitled Pager Notification:**

The Contractor has agreed to waive both installation and monthly charges for pager notification as delineated in this reference, for the duration of the Contract. The technical constraints continue as noted in this reference, i.e., "the notification must be a local or 800 number only" and "this feature works in combination with an existing CTN-COVA Mailbox" and others.

**3. Reference: pages 18 and 19, section A.9, subsection h.:**

Based on the above reference, a new subsection "k." under section A.9, page 19, is added to the Contract :

Both parties agree that the Centrex feature "Caller ID" (number identification only) shall be available on any analog Centrex line at a monthly recurring cost of \$.50 per line, with no installation cost.

*And*

**Reference: page 20, section A.11 entitled Dormitory Voice Centrex Service:**

Based on the above reference, a new subsection "f." under section A.11, page 20, is added to the Contract:

Both parties agree that the Centrex feature "Caller ID" shall be available for student dormitories wherever analog Dormitory Voice Centrex Service is available as defined in this reference. The cost to the Commonwealth shall be \$.25 per line per month with no installation cost.

**D.I.T.**



4. Attachment A, consisting of pages numbered 33B, 112, 19 and 20 is attached to this Modification #16 and incorporated herein. These new pages reflect the agreed to changes as delineated herein and are provided for substitution in the Contract.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-900701-C&P and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.  
PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH  
PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE  
BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

BELL ATLANTIC - VIRGINIA, INC.

BY: [Signature]  
NAME: Hubert R. Stallard  
TITLE: President and CEO  
DATE: 5/3/99

COMMONWEALTH OF VIRGINIA

BY: [Signature]  
NAME: Jeff Davis  
TITLE: Contracts Manager  
DATE: 4-30-99





#### **A.25. CENTREX CALL MANAGEMENT (CCM)**

##### **CCM, monthly;**

CCM is available on either CD-ROM or Magnetic tape, and as further defined below:

- available to any end user that the Commonwealth of Virginia (DIT) has identified
- all records are defined and exactly specified by the end user as submitted to the Contractor by DIT, and are \$.008 each per month; no minimum or maximum quantities are imposed. DIT will identify all required "records" to the Contractor via the Service Order Process.
- for each designated end user location, the Commonwealth of Virginia shall pay \$50.00 monthly; this fee covers either the CD-ROM, or the Mag tape formats
- DIT will issue an "Order" to the Contractor for each designated end user, identifying the Centrex number range, so that the Contractor can add the necessary translation feature to each line. There are no additional costs, other than as identified herein, either one time set up costs or on-going recurring costs, for the Contractor to add this translation feature, or as a result of adding this translation feature, to each line.



#### J.4 Additional Features:

##### A. Outcalling Notification

Allows outcalling notification to a pre-designated telephone number. The number to be dialed to receive the notification must be a local or 800 number only. This feature works in combination with an existing CTN-COVM Mailbox.

##### **RATES**

<u>Feature</u>	<u>Installation</u>	<u>Monthly</u>
Outcalling Notification	\$18.75	\$3.00

##### B. Pager Notification

Allows outcalling notification to pre-designated pager number. The number to be dialed to receive the notification must be a local or 800 number only. This feature works in combination with an existing CTN-COVM Mailbox. Please note: Due to the different kinds of paging equipment, not all paging providers can be used with this feature. Subscriber must first verify with Bell Atlantic to see if their paging service provider is supported by the Pager Notification feature.

##### **RATES**

<u>Feature</u>	<u>Installation</u>	<u>Monthly</u>
Pager Notification (Flat Rate or Message Rate Area)	\$0.00	\$0.00

##### C. Customer Premise Equipment (CPE) Initiated Networking Capability

Allows subscribers with mail boxes on a CPE Octel system or system that supports AMIS Networking (VMX, Rolm, Audex) to send messages with subscribers on a central office based system.

##### **RATES**

<u>Feature</u>	<u>Installation</u>	<u>Monthly</u>
Customer Premise Equipment (CPE) Initiated Networking Capability	\$180.00	\$135.00

Please note that the rates for CPE Initiated Networking Capability, only include the charges associated with the CTN-COVM central office platform. All network access facilities required to connect the CPE with the CTN-COVM is the responsibility of the State.

##### D. Dedicated Access

Allows access to Enhanced Call Processing Application Mailboxes over dedicated private facilities. Dedicated Access refers to a single port on the CTN-COVM platform. A customer is provided network access to this port via a Dedicated Access Facility. A Dedicated Access Facility consists of a Centrex line connected from the customer's serving central office to the Central Office Voice Mail platform. If more than one Dedicated Access Facility is requires the Centrex lines must be place in a hunting arrangement. All applicable mileage chares for lines(s) are the responsibility of the subscriber.

##### **RATES**

<u>Feature</u>	<u>Installation</u>	<u>Monthly</u>
Dedicated Access per Port	\$26.80	150.00
Dedicated Access Facility	Refer to service description in paragraph D. above.	



- e. These features are included as part of Enhanced Centrex Service at no additional charge over and above the Enhanced Centrex Service line charge.
- f. There is a monthly access charge of \$5.09 per Enhanced Centrex Service line in addition to the Enhanced Centrex Service line charge of \$11.00 per month. The total monthly charge for an Enhanced Centrex Service line is \$16.09.
- g. All existing Basic Voice Centrex Service and Enhanced Voice Centrex Service lines will be converted to the new Enhanced Centrex lines on a schedule which is mutually agreeable to both Bell Atlantic and the Commonwealth. Line rate savings from this conversion will accrue to the Commonwealth upon the successful conversion of each line or ninety (90) days after the execution of Modification #10, whichever occurs first.
- h. Existing specialized features not contained in the Enhanced Centrex Service Feature List will continue to be available to the Commonwealth. These features will continue to be priced according to the tariff or other prevailing rate. Should the Commonwealth require customized pricing based on volume, criticality, or other factors on features not contained in the Feature List, Bell Atlantic will develop and submit to the Commonwealth customized rates for these features.
- i. The Call Forward Variable feature shown in the Feature List will be substituted for the Remote Call Forwarding feature on all Centrex service lines. The authorization Code feature and corresponding rates as well as the authorization code feature installation charges remain unchanged.
- j. A "Campus Student Emergency Hot Line" service is available. This Service will enable commonwealth user, such as agencies, corrections facilities, and institutions of higher education with campus-like environments, to install Centrex lines which are intra-system calling only. These lines can be deployed in or around emergency call stations, elevators, dormitory lobbies, etc. These lines are pre-programmed to immediately dial a predetermined Centrex extension with an agency's or institution's Centrex system. The automatically dialed calls are limited to intra-system extensions only and may not be forwarded over private or dedicated special access facilities without prior written consent from Bell Atlantic. The cost of each Campus Student Emergency Hot Line Centrex Service line is \$26.80 per line.
- k. Centrex "Caller ID" (number identification only) is available to the Commonwealth on any analog Centrex line at a monthly recurring cost of \$0.50 per line, per month, with no installation cost.

#### A.10 COMMONWEALTH BASIC RATE INTERFACE (C-BRI) SERVICE

- a. Existing Voice/Data Centrex Service will hereinafter be known as Commonwealth BRI (C-BRI) Service. C-BRI Service is available to the Commonwealth in those locations which are covered by the Bell Atlantic central offices listed in Appendix L.
- b. On a case-by-case basis, contractor may make C-BRI service available from offices other than those listed in Appendix B at either the Contract rates or at customized rates depending on distance and other operational limitations.
- c. Bell Atlantic will make available both currently employed Custom ISDN (as detailed in the AT&T proprietary Custom ISDN standards) and National ISDN-1 (NI-1) Centrex service. The NI-1 standard is available to the Commonwealth only in standalone configurations and is not available as an integrated system (with Custom ISDN) within the same Centrex group or common block.
- d. Orders for service by the Commonwealth will be processed according to the intervals contained in Section A.19. Any request for service prior to these intervals will be handled on a case-by-case basis and expedite charges of two (2) times the normal installation charges will apply.



- e. Six-way station conferencing shall be available wherever Enhanced Centrex Service is available and can be obtained by ordering the installation of one or more six-way conference assemblies. The monthly service charge shall be \$110.00 per six-way conferencing assembly. Installation shall be \$48.34 per six-way conferencing assembly.

A. DORMITORY VOICE CENTREX SERVICE

- a. Dormitory Voice Centrex Service is available for use in Commonwealth student dormitories wherever Basic Voice Centrex Service is available. Dormitory Voice Centrex Service includes the following features:

- Intercom
  - Touch-tone
  - Call Waiting
  - Call Forwarding

Line Restriction (At Commonwealth's request, Bell Atlantic shall restrict any particular line or lines, either to prevent origination of all DDD toll calls or to prevent origination of all toll calls other than credit card, third party billing, and collect toll calls.)

- b. The Dormitory Voice Centrex Service to be provided by Bell Atlantic includes all wiring to a single main point of presence ("MPOP") in each dormitory building. Extension of lines to individual rooms is not covered by these Contract but may be procured from C&P on a case-by-case basis upon such terms as may be mutually agreeable and in accordance with law.
- c. C&P shall provide student dormitory packet data capabilities under a digital line arrangement for an additional \$6.00 per data port. Data speeds under this arrangement shall not exceed 9.6 Kbs. Should technology enable Bell Atlantic to provide this service in a more advantageous arrangement, Bell Atlantic shall do so only with the concurrence of the Commonwealth.
- d. The Voice/Data Service and associated optional features may be provided to students. However, the student line must be converted to a Voice/Data Centrex line, and the charges as shown in Paragraph A.12 shall apply.
- e. Authorization Code \$0.50 per line per month.

Implementation of the Authorization Code feature at time of line installation will be provided at no charge.

- f. Centrex feature "Caller ID" (number identification only) shall be available for student dormitories wherever analog Dormitory Voice Centrex Service is available as defined in this reference. The cost to the Commonwealth shall be \$0.25 per line per month with no installation costs.

**I.T.**

**MODIFICATION #15  
TO  
CONTRACT VA-900701-C&P  
BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
AND  
BELL ATLANTIC - VIRGINIA, INC.**

This MODIFICATION #15 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" and Bell Atlantic - Virginia, Inc., hereinafter referred to as "Bell Atlantic" or "Contractor", relating to Contract VA-900701-C&P, dated December 19, 1990, as amended, ("Contract" or "Agreement"). This Modification #15 is hereby incorporated into and made an integral part of the Contract.

The Commonwealth and Bell Atlantic hereby agree to modify the above referenced Contract to provide the Commonwealth with a 5% monthly reduction in costs on Services and Products from Contract VA -900701-C&P in exchange for an annual expenditure commitment by the Commonwealth for statewide Services and Products provided by the Contractor. This Modification #15 when executed by both parties, effectively expunges all volume and usage commitments and termination liabilities for all orders placed in the future as well as for all previously placed orders, in exchange for the discount/commitment as defined herein. Both parties agree that upon execution of this Modification #15, there are no volume or usage commitments or termination liabilities of any type that are intended to be preserved. It is understood and agreed between the parties herein that the Commonwealth shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

The following Section 5.A, entitled "CONTRACT DISCOUNT", is hereby added to page 3 of 60.

**5.A CONTRACT DISCOUNT**

Effective with the execution of this Modification # 15 the Commonwealth will receive a monthly 5% discount on the total expenditures for Products and Services purchased from Contract VA-900701-C&P. In exchange for the 5% monthly discount to Contract VA-900701-C&P, the Commonwealth shall commit to \$22.5 million in total expenditures for Services and Products from all Contractor Agreements with any Commonwealth entity on an annual basis. The term "Commonwealth entity" does not include "local governments" as delineated in Appendix K, purchasing Contractor's Products and Services under tariffs or contracts other than those contracts administered by a state agency or an institution of higher education. The defined annual time period for this discount/commitment calculation shall be July 1, through June 30 of each year ending June 30, 2002. For each annual period that the Commonwealth does not subscribe to the \$22.5 million of Contractor's Services and Products, as calculated prior to any discounts, the Commonwealth shall, at Bell Atlantic's discretion, pay the difference upon receipt of a correct invoice and payment terms as defined herein.

The Commonwealth may include in the annual calculations for total expenditures for Services and Products from the Contractor, all Services provided to the Commonwealth from any and all Service Agreements including but not limited to, Contract VA-900701-C&P and DSP Services provided thereunder, all tariff Services, all individual accounts and direct billed accounts, and all other Agreements between any Commonwealth entity and the Contractor. The Contractor's intent is to not limit the Services available for the \$22.5 million calculation to Contract VA-900701-C&P, but to allow the Commonwealth to benefit from the total dollars expended for Services statewide from the Contractor.

Effective with the execution of this Modification #15 all termination liabilities and commitments and, other product or Service specific termination liabilities and commitments are hereby extinguished and purged from the Contract for all orders placed in the future as well as all previously placed orders.





For clarification, the following References are provided;  
THIS IS NOT INTENDED AS A COMPLETE LISTING.

1. Section A.24 DIGITAL FACILITY TERMINATION:  
Subsequent to the execution of this Modification #15, all DFTs shall be charged at the rate of \$590.00 per month. All commitments for quantities and length of service are removed.
2. Section C.11 PRIVATE DIGITAL PACKET SWITCHED NETWORK  
Subsequent to the execution of this Modification #15, all Services provided under this heading shall not be subject to any commitments. All commitments for length of service are removed.
3. Section C.7 MODEM POOLING  
Subsequent to the execution of this Modification #15, all commitments for length of service as provided under this heading are removed.
4. Section C.8 NON-TARIFFED DIGITAL MULTIPLEXER SERVICES  
Subsequent to the execution of this Modification #15, all commitments for length of service for equipment as provided under this heading are removed.
5. Sections F.2.b. and F.2.d., Termination Liability and Analog to Digital Conversion Services (ADS)  
Subsequent to the execution of this Modification #15, all termination liabilities and all monthly service charges due to early termination are expunged.
6. Appendix H: FRAME RELAY SERVICES  
Subsequent to the execution of this Modification #15, all termination liabilities and Service commitments are removed from Services provided under this heading. All rates for Services under this heading are as delineated in Section H.2.

This Modification #15 is effective when executed by both parties. The initial discount/commitment period shall commence November 1, 1998 and continue through June 30, 1999. For this initial period, the Commonwealth agrees to a pro-rated commitment of \$15 million. For each annual period thereafter, the \$22.5 million annual figure remains static and the Commonwealth shall be obligated for any differences between the total dollars expended and the \$22.5 million commitment. The Commonwealth's obligation for the discount/commitment shall survive the expiration of the Agreement only to the extent that the Commonwealth's obligation for payment for the differences in total expenditures for the annual period ending June 30, 2002 and the commitment of \$22.5 million will occur after Contract expiration.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-900701-C&P and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.  
PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF  
EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY  
AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

BELL ATLANTIC - VIRGINIA, INC.

BY: [Signature]  
NAME: Hubert R. Stallard  
TITLE: President and CEO  
DATE: 12/2/98

COMMONWEALTH OF VIRGINIA

BY: [Signature]  
NAME: Larry Schucht  
TITLE: Contracts Manager  
DATE: 12/2/98

November 24, 1998

**MEMORANDUM**

TO: Larry Schucht

THRU: Michael E. Thomas

FROM:

Leslie Carter

Charlie Hudgins

*Michael E. Thomas*  
*Leslie Carter*  
*Leslie Carter for Charlie Hudgins*

SUBJECT: Bell Atlantic Modification #15

Please execute modification #15 under contract VA-900701-C&P with Bell Atlantic-Virginia, Inc. Include all changes from the draft modification dated 11/24/98 and make the following change as per advice from John Westrick communicated in Jeff Davis' e-mail dated 11/24/98. Under Section 5.A Contract Discount, Paragraph 2, line 3, delete the language "the broadband Network Services Agreement between Bell Atlantic and Virginia Tech dated June 12, 1996." All other language in that paragraph shall remain.

Your prompt attention in this matter is appreciated.

cc: Jeff Davis

**MODIFICATION #14  
TO  
CONTRACT VA-900701-C&P  
BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
AND  
BELL ATLANTIC - VIRGINIA, INC.**

This MODIFICATION #14 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" and Bell Atlantic - Virginia, Inc., hereinafter referred to as "Bell Atlantic" or "Contractor", relating to Contract VA-900701-C&P, dated December 19, 1990, as amended, ("Contract" or "Agreement").

The purpose of this Modification #14 is to show agreement by both parties whereby "Community Choice Plan" shall be used as a replacement service, in areas determined by Bell Atlantic, for Virtual Lata Wide Calling (VLWC) as currently stated in the above referenced Contract. The replacement service, "Community Choice Plan" (CCP) shall be provisioned by Bell Atlantic in areas determined at their sole discretion.

Both parties agree that the commencement date for CCP was November 28<sup>th</sup>, 1997, as evidenced by a correct invoice for calls placed under CCP beginning on that date from Bell Atlantic.

Both parties agree to replace the current section C.3, entitled "Virtual Lata Wide Calling" pages 43 and 44 of the Contract with a new section entitled "Intra-Lata Calling" as defined herein.

1. **Reference:** C.3, entitled "Virtual Lata Wide Calling", page 43 of 60, and page 44 of 60;

Both parties agree to delete the above referenced pages and replace with the "page 43 of 60" and the "page 44 of 60" attached to this modification, as Attachment A and incorporated herein.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

BELL ATLANTIC - VIRGINIA, INC.

BY: Hubert R. Stallard  
NAME: Hubert R. Stallard  
TITLE: President and CEO  
DATE: 7/6/98

COMMONWEALTH OF VIRGINIA

BY: Larry Schucht  
NAME: Larry Schucht  
TITLE: Contracts Manager  
DATE: 7/7/98





**ATTACHMENT A  
TO  
MODIFICATION # 14**

Attachment A is hereby incorporated into and made an integral part of Modification #14 to Contract Number VA-900701-C&P between Bell Atlantic - Virginia, Inc., and the Commonwealth of Virginia, Department of Information Technology.

**C.3 INTRA LATA CALLING**

**A. Virtual Lata Wide Calling:**

1. This Service will allow traffic to originate in BA's franchised area within a LATA and terminate anywhere within the same LATA; LATA-wide calling.
2. VLWC is billed at a flat rate of \$.078 (7.8 cents) per minute of usage for both Centrex and non-Centrex users.
3. There are no minimum usage requirements.
4. The Commonwealth may discontinue this Service in whole or part at any time.
5. There are no termination charges associated with the discontinuation of this Service by the Commonwealth.

**B. Community Choice Plan**

1. This Service will allow traffic to originate in BA's franchised area within a Lata and terminate to another participating exchange as predetermined by BA.
2. In CCP areas determined by BA, the pricing is as follows:  
Each call made within the CCP area will be billed at the rate of \$.079 (7.9 cents) for the first minute and \$.045 (4.5 cents) for each additional minute thereafter.
3. There are no minimum usage requirements.
4. The Commonwealth may discontinue this Service in whole or part at any time.
5. There are no termination charges associated with the discontinuation of this Service by the Commonwealth

C.4 INTERLATA – INTERSTATE CALLING SERVICE

The Commonwealth will be responsible for obtaining INTERLATA and INTERSTATE Long Distance Service and shall designate the routing patterns and methods to be used for access to the Commonwealth designated carrier.

C.5 CENTREX ETS TIE TRUNK TERMINATIONS

- a. Centrex ETS tie trunk terminations shall be provided at a rate of \$54.00 per month per trunk termination. This rate shall be adjusted annually in accordance with Paragraph A. 18 ("CPI Adjustment").
- b. For those trunks terminating in other than Arlington, Richmond, Norfolk and Roanoke ETS switches, an additional \$6.00 per month per trunk termination charge will be applied if Automatic Route Selection (ARS) is requested.
- c. All other Centrex tie trunk terminations will be at a rate of \$69.88 per trunk.

C.6 AUTOMATIC NUMBER IDENTIFICATION

- a. For those trunks terminating at an Inter Exchange Carrier (IXC) Point of Presence and originating in a Centrex Switch the following charges will be applied if Automatic Number Identification (ANI) is requested:

Per Switch per month	\$300.00
Per Trunk per month	\$2.00

- b. Upon DIT's request C&P shall provide outpulsing of the telephone number of the originating station over DIT designated trunks.



98 MAR 24 AM 8:48

**MODIFICATION #13  
TO  
CONTRACT VA-900701-C&P  
BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
AND  
BELL ATLANTIC - VIRGINIA, INC.**

This MODIFICATION #13 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" and Bell Atlantic - Virginia, Inc., hereinafter referred to as "Bell Atlantic" or "Contractor", relating to Contract VA-900701-C&P, dated December 19, 1990, as amended, ("Contract" or "Agreement").

The purpose of this Modification #13 is to extend the term of Appendix G to coincide with the term of the Contract to which it is attached.

**1. Reference:** Appendix G, page 98, forth paragraph:

Both parties hereby agree to strike the current paragraph as written:

"Services under this Appendix G shall be effective for the period July 1, 1993 through June 30, 1998, provided VCU/MCV continues to receive services under the Contract. "

*And replace with the following:*

"Services as priced herein, under this Appendix G shall be effective for the period commencing on July 1, 1993 and terminating concurrent with the Contract. Should the Contract be extended, then the Services provided for herein shall also be automatically extended."

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED  
REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND  
ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY  
THE TERMS AND CONDITIONS OF THE CONTRACT.**

BELL ATLANTIC - VIRGINIA, INC.

BY: Hubert R. Stallard  
NAME: Hubert R. Stallard  
TITLE: President and CEO  
DATE: 3/23/98

COMMONWEALTH OF VIRGINIA

BY: Larry Schucht  
NAME: FOR Larry Schucht  
TITLE: Contracts Manager  
DATE: 3/18/98



**MODIFICATION # 12  
TO  
CONTRACT NUMBER VA-900701-C&P  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
BELL ATLANTIC - VIRGINIA, INC.**

98 MAR 11 PM 1:35

This MODIFICATION #12 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth", and Bell Atlantic - Virginia, Inc., hereinafter referred to as "Contractor", relating to the modification of the above referenced Contract.

The intent of this Modification #12 is to show agreement by the parties, wherein the above referenced Agreement can and will be used by the Contractor to provide Services and Equipment to the Universal Service Fund (USF) participants based on the ensuing agreed to provisions.

1. The Contractor shall make available to all requesting USF participants, all Services and Equipment as delineated in Contract VA-900701-C&P as priced therein.
2. All USF requests by participants shall be made directly to Contractor. The Contractor agrees to provide the Services and Equipment directly to the USF participant, and to bill each USF participant directly.
3. Notwithstanding DIT's obligation to any entity of authority, the Contractor agrees to any and all additional duties required by law and as generated by the said Contract participation required by the Universal Service Fund as administered by the FCC; i.e., submission of documentation, or for obtaining the correct amount of reimbursement from the FCC, or the Schools and Libraries Corporation, etc.
4. The Contractor agrees and understands that the responsibility for payment of all charges incurred, and the responsibility for resolving all service problems, as well as administration of said Contract for USF participation shall be the sole responsibility of the Contractor.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED  
REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND  
ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY  
THE TERMS AND CONDITIONS OF THE CONTRACT.**

BELL ATLANTIC - VIRGINIA, INC.

COMMONWEALTH OF VIRGINIA

BY: Hubert R. Stallard  
NAME: Hubert R. Stallard  
TITLE: President and CEO  
DATE: March 10, 1998

BY: Larry Schucht  
NAME: Larry Schucht  
TITLE: Contracts Manager  
DATE: 3/10/98

**MODIFICATION #11  
TO  
CONTRACT VA-900701-C&P  
BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
AND  
BELL ATLANTIC - VIRGINIA, INC.**

This MODIFICATION #11 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" and Bell Atlantic - Virginia, Inc., hereinafter referred to as "Bell Atlantic" or "Contractor", relating to Contract VA-900701-C&P, dated December 19, 1990, as amended, ("Contract" or "Agreement").

1. **Reference:** APPENDIX H, entitled, "Frame Relay Services", page 102, preamble, second sentence:

Both the Commonwealth and Bell Atlantic agree to delete the second sentence in its entirety from the above reference.

2. **Reference:** APPENDIX H, entitled, "Frame Relay Services", page 102, paragraph H.2.

Both the Commonwealth and Bell Atlantic agree to add the following phrase at the end of the 4th sentence in the above referenced paragraph.

" , and the line shall be deemed to have met the commitment period and shall not be used in any calculation for a baseline number, nor be subject to any termination liability."

3. **Reference:** APPENDIX H, entitled, "Frame Relay Services", page 102, paragraph H.2.

Both the Commonwealth and Bell Atlantic agree to add the following CTN FRS speeds to the above referenced contract. Both parties agree that these new Services/Speeds are provided on a month to month basis and have no term commitment and no termination liabilities.

<u>"Service</u>	<u>Month to Month cost</u>	<u>NRC</u>
4 Mbps	\$3,000.00	\$2,000.00
6 Mbps	\$3,300.00	\$2,000.00
22.5 Mbps	\$3,900.00	\$2,000.00
45 Mbps	\$4,600.00	\$2,000.00

The above rates include one (1) PVC and its associated committed information rate ("CIR").

Additional Committed Information Rate per PVC for 4Mbps, 6Mbps, 22.5Mbps & 45Mbps:  
CIR per PVC in increments of 2Mbps: \$50.00 N/A"



4. **Reference:** APPENDIX H, entitled, "Frame Relay Services",  
page 103, paragraph H.3 entitled "Termination Liability":

The Commonwealth and Bell Atlantic hereby agree to strike in its entirety, the current above referenced paragraph and replace it with the following:

H.3 Termination Liability

Beginning on June 1, 1996 and thereafter, the Commonwealth is expected to retain in service at least 75% of the total number of CTN FRS lines which were in service for at least six months of the prior one year period (June 1 to May 31). The total number of CTN FRS lines, multiplied by 75%, shall be referred to as the baseline number and shall be recalculated as of each June 1 during the term of this Contract. If for any four consecutive one month billing periods, the number of CTN FRS lines falls below the baseline number for the prior one year period, the rates for all CTN FRS lines then in service that have not met their five year commitment period, shall revert to the month to month tariff rate in effect at the time the service was ordered, or if no tariff rate was then in effect for FRS, to Bell Atlantic's prevailing month to month rate at the time the service was installed, for the period for which the CTN FRS line has been installed. These rates shall remain effective until such time as the number of CTN FRS lines in service exceeds the baseline number for four consecutive one month billing periods. At such time the rates for CTN FRS shall revert back to Contract rates as provided herein. For the purposes of calculating the baseline number, an individual CTN FRS, regardless of bandwidth is considered to be one (1) line. All CTN FRS lines being provided on a month to month basis shall not be used in any calculation for baseline number, and shall not be subjected to any term commitment or termination liability.

5. **Reference:** Pages 102, 103 and 103a attached to this Modification #11.

The attached Appendix "H", pages 102, 103 and 103a, entitled Frame Relay Services is hereby incorporated into and made an integral part of this Agreement. The said Appendix replaces the previous Appendix "H" effective with the execution of this Modification #11.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED  
REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND  
ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY  
THE TERMS AND CONDITIONS OF THE CONTRACT.**

BELL ATLANTIC - VIRGINIA, INC.

BY: Hubert R. Stallard  
NAME: Hubert R. Stallard  
TITLE: President and CEO  
DATE: 4/21/97

COMMONWEALTH OF VIRGINIA

BY: Larry Schucht  
NAME: Larry Schucht  
TITLE: Contracts Manager  
DATE: 4/24/97

Page 2 of 2

Modification #11  
to Contract VA-900701-C&P

APPROVED  
AS TO FORM

LEGAL: DWD





**TERMS AND CONDITIONS FOR ACQUISITION  
OF  
TELECOMMUNICATIONS SERVICES AND EQUIPMENT**

**CONTRACT VA-900701-C&P**

**APPENDIX H: FRAME RELAY SERVICES**

Appendix H is hereby incorporated by reference, made an integral part of, and attached to Contract Number VA-900701-C&P between Bell Atlantic - Virginia, Inc. and the Commonwealth of Virginia, Department of Information Technology.

**Commonwealth of Virginia Telecommunications Network (CTN) Enhanced Local Frame Relay Services (FRS).**

**H.1 Service Description**

Contractor's Frame Relay Service is a data communications service that provides for data connectivity between and within distributed locations. The CTN Enhanced Local Frame Relay Service (CTN FRS) is a connection oriented packet switched offering provisioned locally for the connection and interconnection of LAN and other data communications services. The service is provisioned for intraLATA access, but may be inter-connected with the state's (or other's) interLATA services. This service provides connectivity through the network via Permanent Virtual Circuit (PVC) connections implemented over private or shared digital access facilities.

**H.2 a. Rates for 56Kbps and 1.536 Mbps Service Levels:**

These rates are five year commitment rates with a termination option at the end of year three. The Commonwealth will have the option, at the end of year three, to terminate CTN FRS with no termination liability by providing written notice to Bell Atlantic at least 60 days before the beginning of year four. The service will be automatically renewed for up to four additional six month periods, at the reduced rates specified below, unless the Commonwealth provides Bell Atlantic written notice of termination at least 60 days before the beginning of the next six month renewal period. At the end of the five year commitment period, the service will continue on a month to month basis at the Years Four and Five Monthly Rate, as shown below, and the line shall be deemed to have met the commitment period and shall not be used in any calculation for a baseline number, nor be subject to any termination liability. Each individual service installed shall establish its own commitment period.

<b>Service Level</b>	<b>First Three Years Monthly Rate</b>	<b>Years Four &amp; Five Monthly Rate</b>	<b>NRC</b>
56 Kbps	\$150.00	\$135.00	\$800.00
1.536 Mbps	\$380.00	\$345.00	\$1,000.00



b. Rates for 4 Mbps, 6 Mbps, 22.5 Mbps, and 45 Mbps Service Levels:  
 These rates are provided on a month to month basis with no term commitment periods and no termination liabilities.

<u>Service</u>	<u>Month to Month cost</u>	<u>NRC</u>
4 Mbps	\$3,000.00	\$2,000.00
6 Mbps	\$3,300.00	\$2,000.00
22.5 Mbps	\$3,900.00	\$2,000.00
45 Mbps	\$4,600.00	\$2,000.00

The above rates include one (1) PVC and its associated committed information rate ("CIR").

<u>Additional Services</u>	<u>Monthly</u>	<u>NRC</u>
Additional PVC's assigned the frame relay access line:	\$1.25	\$5.00
Group Address	N/A	\$50.00

Committed Information Rate per PVC:

56/64 Kbps access line		
8K, 16K, 28K, 32K	\$5.00	N/A

Additional Committed Information Rate per PVC:

1.536 Mbps Access Line		
56/64K	\$2.00	N/A
128K/192K	\$4.00/\$7.00	N/A/N/A
256K/384K	\$9.00/\$12.00	N/A/N/A
512K	\$25.00	N/A

Additional Committed Information Rate per PVC for 4Mbps, 6Mbps, 22.5Mbps & 45Mbps:  
 CIR per PVC in increments of 2Mbps \$50.00 N/A

Administrative Charge:

Change in customer network map  
 or in existing group addressing membership: N/A \$50.00

All orders for CTN FRS processed by Bell Atlantic prior to December 31, 1996, will incur no non recurring charge for the installation of either 56Kbps or 1.536 Mbps CTN FRS.

For commitment terms other than those listed above, the Commonwealth may (1) purchase FRS under the Contract at the then current tariff or other prevailing rates, including applicable termination charges, or (2) request Contractor to develop additional CTN FRS rate/term options to meet the Commonwealth's term requirements. Any such rate/term options developed by Contractor must be added to this Contract by a written modification executed by both parties prior to the new rate/term option being available to the Commonwealth.





### H.3 Termination Liability

Beginning on June 1, 1996 and thereafter, the Commonwealth is expected to retain in service at least 75% of the total number of CTN FRS lines which were in service for at least six months of the prior one year period (June 1 to May 31). The total number of CTN FRS lines, multiplied by 75%, shall be referred to as the baseline number and shall be recalculated as of each June 1 during the term of this Contract. If for any four consecutive one month billing periods, the number of CTN FRS lines falls below the baseline number for the prior one year period, the rates for all CTN FRS lines then in service that have not met their five year commitment period, shall revert to the month to month tariff rate in effect at the time the service was ordered, or if no tariff rate was then in effect for FRS, to Bell Atlantic's prevailing month to month rate at the time the service was installed, for the period for which the CTN FRS line has been installed. These rates shall remain effective until such time as the number of CTN FRS lines in service exceeds the baseline number for four consecutive one month billing periods. At such time the rates for CTN FRS shall revert back to Contract rates as provided herein. For the purposes of calculating the baseline number, an individual CTN FRS, regardless of bandwidth is considered to be one (1) line. All CTN FRS lines being provided on a month to month basis shall not be used in any calculation for baseline number, and shall not be subjected to any term commitment or termination liability.

### H.4 Term

If the Contract expires pursuant to section 5, then any CTN FRS lines in place shall continue on a month to month basis at the then current tariff or other prevailing rate. The Commonwealth shall not be liable for any termination charges for CTN FRS resulting solely from the expiration of the Contract pursuant to section 5.



**MODIFICATION #10  
TO  
CONTRACT VA-900701-C&P  
BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
AND  
BELL ATLANTIC - VIRGINIA, INC.**

This MODIFICATION #10 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" and Bell Atlantic - Virginia, Inc., hereinafter referred to as "Bell Atlantic" or "Contractor", relating to Contract VA-900701-C&P, dated December 19, 1990, as amended, ("Contract" or "Agreement").

NOW THEREFORE, The Commonwealth and Bell Atlantic hereby agree as follows:

**1. Reference: Page 1A:**

Page 1A is attached hereto and added to this Contract.

**2. Reference: Section 5:**

The Contract, Section 5, entitled "CONTRACT TERM" (found on pages 3 and 4) is hereby modified to delete Section 5 in its entirety and replace it with a new Section 5 "CONTRACT TERM", attached hereto and hereby incorporated by reference, as revised pages 3 and 4. The affect of this modification is to exercise the Second and Third Renewal Periods, thereby extending the term of the Contract through June 30, 2002.

**3. Reference: APPENDIX A:**

APPENDIX A, Sections A.9 and A.10, entitled "BASIC VOICE CENTREX SERVICE" and "ENHANCED VOICE CENTREX FEATURES" (pages 18-20), is hereby modified to delete Sections A.9 and A.10 in their entirety and replace them with new Sections A.9 "ENHANCED CENTREX SERVICE" and A.10 "COMMONWEALTH BASIC RATE INTERFACE (C-BRI) SERVICE" attached hereto and hereby incorporated by reference, as revised pages 18-20.

**4. Reference: APPENDIX K:**

APPENDIX K (consisting of pages 114 through 116) entitled "TERMS AND CONDITIONS GOVERNING THE PURCHASE OF BELL ATLANTIC CENTREX SERVICES BY THE COMMONWEALTH FOR PROVISION TO LOCAL GOVERNMENTS" is attached hereto and added to this Contract.

5. Reference: APPENDIX B:

Appendix B consisting of pages 34 through 39 is hereby deleted in its entirety and replaced with a revised Appendix B, consisting of pages 34 through 39, and entitled "BELL ATLANTIC CENTRAL OFFICE LOCATIONS", which is attached hereto and added to this Contract. This revised Appendix B is a listing of central office locations which are equipped to provide Enhanced Centrex Services and C-BRI Capability for Voice/Data Line Service to the Commonwealth under the provisions of this Contract.

This Modification #10 is effective upon execution by both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS MODIFICATION #10 ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT, AS MODIFIED.

BELL ATLANTIC - VIRGINIA, INC. COMMONWEALTH OF VIRGINIA

By: Hubert R. Stallard

Name: Hubert R. Stallard

Title: President and CEO

Date: 1/4/96

By: Charles C. Livingston

Name: Charles C. Livingston

Title: Director-DIT

Date: January 3, 1996

APPROVED  
AS TO FORM

LEGAL: AS



## MODIFICATION #9

### CONTRACT VA-900701-C&P

This MODIFICATION #9 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" and Bell Atlantic - Virginia, Inc., hereinafter referred to as "Bell Atlantic" or "Contractor", relating to Contract VA-900701-C&P, dated December 19, 1990, as modified by Modification #1, dated March 5, 1991; Modification #2, dated April 5, 1991; Modification #3, dated June 28, 1991; Modification #4, dated December 23, 1992; Modification #5, dated October 11, 1993; Modification #6, dated December 16, 1994; Modification #7, dated June 23, 1995; and Modification #8, dated July 31, 1995.

WHEREAS, The Commonwealth and Bell Atlantic wish to modify the existing Contract to provide certain modifications and rate reductions to the high-speed network services available to the Commonwealth; and

WHEREAS, The Commonwealth and Bell Atlantic wish to modify the existing Contract to enhance Central Office Voice Mail Services available to the Commonwealth; and

NOW THEREFORE, The Commonwealth and Bell Atlantic hereby agree as follows:

Reference APPENDIX C:

APPENDIX C entitled "ETS AND PRIVATE LINE SERVICE" (consisting of pages 40 through 55) is hereby modified to delete Section C.2, "INTRA-LATA TRUNK CHARGES" on pages 42 and 43, in its entirety. The previous Section C.2 shall be replaced by a new Section C.2 "INTRA-LATA TRUNK CHARGES", attached hereto and hereby incorporated by reference, as pages 42, 42A, and 43.

Reference APPENDIX J:

Incorporated in the attached APPENDIX J (consisting of Pages 108 through 113) entitled "CTN CENTRAL OFFICE VOICE MAIL SERVICES" are telecommunications services to be provided to the Commonwealth of Virginia under the provisions of this Contract.

This Modification #9 is effective upon execution by both parties..

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED**

**PERSONS SIGNING THIS MODIFICATION #9 ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT, AS MODIFIED.**

**BELL ATLANTIC - VIRGINIA, INC.**

By: Hubert R. Stallard

Name: Hubert R. Stallard

Title: President and CEO

Date: 10/17/95

**COMMONWEALTH OF VIRGINIA**

By: Charles C. Livingston

Name: Charles C. Livingston

Title: Director-DIT

Date: October 12, 1995

APPROVED  
AS TO FORM

LEGAL: DWD

## MODIFICATION #8

### CONTRACT VA-900701-C&P

This MODIFICATION #8 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" and Bell Atlantic - Virginia, Inc., hereinafter referred to as "Bell Atlantic" or "Contractor", to amend Contract VA-900701-C&P, dated December 19, 1990, as modified by Modification #1, dated March 5, 1991; Modification #2, dated April 5, 1991; Modification #3, dated June 28, 1991; Modification #4, dated December 23, 1992; Modification #5, dated October 11, 1993; Modification #6, dated December 16, 1994; and Modification #7, dated June 23, 1995 (the "Contract").

WHEREAS, The Commonwealth wishes to add Bell Atlantic's Direct Service Plan for telecommunications services to the Contract;

WHEREAS, The Commonwealth wishes to allow certain institutions of higher education specified by DIT to purchase telecommunications services directly from Bell Atlantic under the Contract;

NOW THEREFORE, The Commonwealth and Bell Atlantic hereby agree as follows:

Reference APPENDIX I:

Appendix I, the "DIRECT SERVICE PLAN FOR BELL ATLANTIC TELECOMMUNICATIONS SERVICES", (consisting of pages 104 through 107), is attached to and made a part of this Contract.

This Modification #8 shall be effective as of July 31, 1995.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS MODIFICATION #8 ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT, AS MODIFIED.**

**BELL ATLANTIC - VIRGINIA, INC.**

By: Hubert R. Stallard

Name: Hubert R. Stallard

Title: President and CEO

Date: 8/15/95

**COMMONWEALTH OF VIRGINIA**

By: Charles C. Livingston

Name: Charles C. Livingston

Title: Director-DIT

Date: August 11, 1995

## MODIFICATION #7

### CONTRACT VA-900701-C&P

This MODIFICATION #7 is an agreement between the Commonwealth of Virginia ("State" or "Commonwealth") and Bell Atlantic - Virginia, Inc. ("Bell Atlantic" or "Contractor") relating to Contract VA-900701-C&P, dated December 19, 1990, as modified by Modification #1, dated March 5, 1991; Modification #2, dated April 5, 1991; Modification #3, dated June 28, 1991; Modification #4, dated December 23, 1992; Modification #5, dated October 11, 1993; and Modification #6, dated December 15, 1994 ("Contract").

Whereas, The Commonwealth and Bell Atlantic wish to add Frame Relay Service to the Contract; and

NOW THEREFORE, The Commonwealth and Bell Atlantic hereby agree as follows:

Reference APPENDIX H:

Incorporated in the attached APPENDIX H (consisting of Pages 102 through 103) entitled "FRAME RELAY SERVICES" are telecommunications services to be provided to the Commonwealth of Virginia under the provisions of this Contract.

This Modification #7 shall be effective as of June 1, 1995.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED**

**PERSONS SIGNING THIS MODIFICATION #7 ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT, AS MODIFIED.**

**BELL ATLANTIC - VIRGINIA, INC.**

By: 

Name: Robert W. Woltz, Jr.

Title: for H. R. Stallard  
President & CEO

Date: 6/23/95

**COMMONWEALTH OF VIRGINIA**

By: 

Name: Charles C. Livingston

Title: Director of Dept. of Information Technology

Date: June 13, 1995

APPROVED  
AS TO FORM

LEGAL: 



**MODIFICATION #6**

**CONTRACT VA-900701-C&P**

This MODIFICATION #6 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" and Bell Atlantic - Virginia, Inc., formerly known as The Chesapeake and Potomac Telephone Company of Virginia, hereinafter referred to as "Bell Atlantic-VA" or "Contractor", relating to Contract VA-900701-C&P, dated December 19, 1990, as modified by Modification #1, dated March 5, 1991; Modification #2, dated April 5, 1991; Modification #3, dated June 28, 1991; Modification #4, dated December 23, 1992; and Modification #5, dated October 11, 1993.

WHEREAS, The Commonwealth has been buying Digital Facility Terminations ("DFT") from Bell Atlantic-VA at its regular month-to-month rate of \$800 per DFT; and

WHEREAS, The Commonwealth wishes to enter into a quantity and term commitment for DFTs in return for a reduced monthly DFT rate;

NOW THEREFORE, The Commonwealth and Bell Atlantic-VA hereby agree as follows:

Reference Page 33:

PAGE 33 of the contract is hereby deleted and replaced in its entirety with the new Pages 33 and 33A that are attached hereto.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS MODIFICATION #6 ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT, AS MODIFIED.**

**BELL ATLANTIC - VIRGINIA, INC.**

By: H. R. Stallard

Name: H. R. Stallard

Title: President & CEO

Date: December 16, 1994

**COMMONWEALTH OF VIRGINIA**

By: Charles Livingston

Name: Charles Livingston

Title: Director-DIT

Date: December 16, 1994

# ORIGINAL

## MODIFICATION # 5

### CONTRACT VA-900701-C&P

This MODIFICATION # 5 is an agreement between the Commonwealth of Virginia, Department of Information Technology ("Commonwealth") and the Chesapeake and Potomac Telephone Company of Virginia ("C&P"), relating to the modification of Contract VA-900701-C&P, dated December 19, 1990, as modified by Modification #1 dated March 5, 1991, Modification #2 dated April 5, 1991, Modification #3 dated June 28, 1991 and Modification #4 dated December 23, 1992 (collectively, the "Contract"). C&P and the Commonwealth hereby agree as follows:

Reference Paragraph 2. (entitled "DISASTER RECOVERY SERVICES"):

Incorporated in the attached APPENDIX G (consisting of pages 98 through 101 (entitled "DISASTER RECOVERY SERVICES" are telecommunication services to be provided to Virginia Commonwealth University and the Medical College of Virginia under the provisions of the above referenced Paragraph.

This is the complete and final expression of the parties' agreement to modify Contract VA-900701-C&P and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS AGREEMENT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS AGREEMENT, AND ACKNOWLEDGE THAT BOTH PARTIES AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

THE CHESAPEAKE & POTOMAC  
TELEPHONE COMPANY OF VIRGINIA

By: H.R. Stallard  
Name: H.R. Stallard  
Title: President and CEO  
Date: 10-11-93

COMMONWEALTH OF VIRGINIA

By: J. Westwood Smithers Jr.  
Name: J. Westwood Smithers Jr.  
Title: Director, DIT  
Date: 8/30/93

# CONTRACT FILE

## MODIFICATION # 4

### CONTRACT VA-900701-C&P

This MODIFICATION # 4 is an agreement between the Commonwealth of Virginia, Department of Information Technology ("Commonwealth") and the Chesapeake and Potomac Telephone Company of Virginia ("C&P"), relating to the modification of Contract VA-900701-C&P, dated December 19, 1990, as modified by Modification #1 dated March 5, 1991, Modification #2 dated April 5, 1991 and Modification #3 dated June 28, 1991 (collectively, the "Contract"). C&P and the Commonwealth hereby agree as follows:

Reference Page 5:

PAGE 5 of the Contract is hereby deleted and replaced in its entirety with the new Page 5 that is attached hereto.

Reference Page 48:

PAGE 48 of the Contract is hereby deleted and replaced in its entirety with the new Page 48 that is attached hereto.

Reference Page 49:

PAGE 49 of the Contract is hereby deleted and replaced in its entirety with the new Page 49 that is attached hereto.

Reference Page 50:

PAGE 50 of the Contract is hereby deleted and replaced in its entirety with the new Page 50 that is attached hereto.

Reference Page 51:

PAGE 51 of the Contract is hereby deleted and replaced in its entirety with the new Page 51 that is attached hereto.

Reference Page 52:

PAGE 52 of the Contract is hereby deleted and replaced in its entirety with the new Page 52 that is attached hereto.



Reference Page 53:

PAGE 53 of the Contract is hereby deleted and replaced in its entirety with the new Page 53 that is attached hereto.

Reference Page 54:

PAGE 54 of the Contract is hereby deleted and replaced in its entirety with the new Page 54 that is attached hereto.

Reference Page 55:

PAGE 55 of the Contract is hereby deleted and replaced in its entirety with the new Page 55 that is attached hereto.

Reference Paragraph C.9 (entitled "ANALOG TO DIGITAL CONVERSION"), Paragraph C.10 (entitled "EQUIPMENT INSTALLED ON COMMONWEALTH PREMISES") and Paragraph C.13 (entitled "NETWORK BANDWIDTH MANAGEMENT AND ALTERNATE ROUTING CONTROL")

Referenced Paragraphs are hereby deleted from APPENDIX C. (entitled "ETS AND PRIVATE LINE SERVICE") and incorporated in the attached APPENDIX F (consisting of pages 61 through 97 and entitled "NETWORK BANDWIDTH MANAGEMENT SERVICE"). APPENDIX F is hereby incorporated into and made a part of Contract VA-900701-C&P.

Changes made by this Modification #4 shall be effective as of December 15, 1992.

This is the complete and final expression of the parties' agreement to modify Contract VA-900701-C&P and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**PERSONS SIGNING THIS AGREEMENT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS AGREEMENT, AND ACKNOWLEDGE THAT BOTH PARTIES AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

THE CHESAPEAKE & POTOMAC  
TELEPHONE COMPANY OF VIRGINIA

By: H.R. Stallard  
Name: H.R. Stallard  
Title: President and CEO  
Date: 12/23/92

COMMONWEALTH OF VIRGINIA

By: J. Westwood Smithers Jr.  
Name: J. Westwood Smithers Jr.  
Title: Director, DIT  
Date: 12/23/92

## MODIFICATION #3

CONTRACT VA-900701-C&amp;P

This MODIFICATION #3 is an agreement between the Commonwealth of Virginia, Department of Information Technology ("Commonwealth") and the Chesapeake and Potomac Telephone Company of Virginia (C&P) to modify Contract VA-900701-C&P, dated December 19, 1990, as modified by Modification #1 dated March 5, 1991, and Modification #2 dated April 5, 1991, (collectively, the "Contract"). C&P and the Commonwealth hereby agree as follows:

**Reference Page 18**

Page 18 of the Contract is hereby deleted and replaced in its entirety with the new Page 18 that is attached hereto.

**Reference Page 19**

Page 19 of the Contract is hereby deleted and replaced in its entirety with the new Page 19 that is attached hereto.

**Reference Page 20**

Page 20 of the Contract is hereby deleted and replaced in its entirety with the new Page 20 that is attached hereto.

**Reference Page 32**

Page 32 of the Contract is hereby deleted and replaced in its entirety with the new Page 32 that is attached hereto.

The Contract as modified by this Modification #3, shall be construed for all purposes as if the changes set forth in this Modification #3 had been made immediately prior to the execution of the Contract on December 19, 1990.

This is the complete and final expression of the parties' agreement to modify Contract VA-900701-C&P and cannot be modified, except by writing signed by duly authorized representatives of both parties.

PERSONS SIGNING THIS AGREEMENT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS AGREEMENT, AND ACKNOWLEDGE THAT BOTH PARTIES AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

BY: H. R. Stallard  
NAME: H. R. Stallard  
TITLE: President & CEO  
DATE: 6-28-91

BY: [Signature]  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

APPROVED  
AS TO FORM

LEGAL: [Signature]



## MODIFICATION # 2

## CONTRACT VA-900701-C&amp;P

This MODIFICATION # 2 is an agreement between the Commonwealth of Virginia, Department of Information Technology ("Commonwealth") and the Chesapeake and Potomac Telephone Company of Virginia ("C&P"), to modify Contract VA-900701-C&P, dated December 19, 1990, as modified by Modification #1 dated March 5, 1991 (collectively, the "Contract"). C&P and the Commonwealth hereby agree as follows:

## Reference Page 18:

PAGE 18 of the Contract is hereby deleted and replaced in its entirety with the new Page 18 that is attached hereto.

## Reference Page 43:

PAGE 43 of the Contract is hereby deleted and replaced in its entirety with the new Page 43 that is attached hereto.

The Contract, as modified by this Modification #2, shall be construed for all purposes as if the changes set forth in this Modification #2 had been made immediately prior to the execution of the Contract on December 19, 1990.

This is the complete and final expression of the parties' agreement to modify the Contract and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

PERSONS SIGNING THIS AGREEMENT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS AGREEMENT, AND ACKNOWLEDGE THAT BOTH PARTIES AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

By: H. R. Stallard  
Name: H.R. Stallard  
Title: President and CEO  
Date: 4/5/91

By: J. Westwood Smithers Jr.  
Name: J. Westwood Smithers Jr.  
Title: Director, DIT  
Date: \_\_\_\_\_

**MODIFICATION # 1**

**CONTRACT VA-900701-C&P**

This **MODIFICATION # 1** is an agreement between the Commonwealth of Virginia, Department of Information Technology ("Commonwealth") and the Chesapeake and Potomac Telephone Company of Virginia ("C&P"), relating to the modification of Contract VA-900701-C&P, dated December 19, 1990 (the "Contract"). C&P and the Commonwealth hereby agree as follows:

**Reference Page 18:**

PAGE 18 of the Contract is hereby deleted and replaced in its entirety with the new Page 18 that is attached hereto.

**Reference Page 19:**

PAGE 19 of the Contract is hereby deleted and replaced in its entirety with the new Page 19 that is attached hereto.

**Reference Page 20:**

PAGE 20 of the Contract is hereby deleted and replaced in its entirety with the new Page 20 and 20A that is attached hereto.

**Reference Page 26:**

PAGE 26 of the Contract is hereby deleted and replaced in its entirety with the new Page 26 that is attached hereto.

**Reference Page 51:**

PAGE 51 of the Contract is hereby deleted and replaced in its entirety with the new Page 51 that is attached hereto.

The Contract, as modified by this Modification #1, shall be construed for all purposes as if the changes set forth in this Modification #1 had been made immediately prior to the execution of the Contract on December 19, 1990.

This is the complete and final expression of the parties' agreement to modify Contract VA-900701-C&P and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**PERSONS SIGNING THIS AGREEMENT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS AGREEMENT, AND ACKNOWLEDGE THAT BOTH PARTIES AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

By: H. R. Stallard  
Name: H.R. Stallard  
Title: President and CEO  
Date: March 5, 1991

By: J. Westwood Smithers Jr.  
Name: J. Westwood Smithers Jr.  
Title: Director, DIT  
Date: March 5, 1991

APPROVED  
AS TO FORM

LEGAL: 243



**TERMS AND CONDITIONS FOR ACQUISITION  
OF  
TELECOMMUNICATIONS SERVICES AND EQUIPMENT  
Contract NUMBER VA-900701-C&P**

WHEREAS, The Chesapeake and Potomac Telephone Company of Virginia as Contractor is providing various telecommunications services to the Commonwealth of Virginia under existing Contract VA-850430-C&P (the "Prior Agreement"); AND

WHEREAS, the Commonwealth of Virginia and The Chesapeake and Potomac Telephone Company of Virginia wish to modify the terms and conditions to incorporate the previously provided one year option for renewal for July 1, 1997 to June 30, 1998 into this Contract and incorporate an optional four (4) year renewal period from July 1, 1998 through June 30, 2002 into this Contract, as well as the extent of the services currently being provided,

NOW THEREFORE, the Commonwealth of Virginia and The Chesapeake and Potomac Telephone Company of Virginia for the mutual considerations contained below agree as follows:

1. SCOPE OF CONTRACT

This Contract specifies the contractual terms and conditions by which the Commonwealth of Virginia, Department of Information Technology, (hereinafter referred to as "Commonwealth" or "State" or "DIT") will acquire telecommunications services and equipment (collectively, "Services") from The Chesapeake and Potomac Telephone Company of Virginia (hereinafter referred to as "C&P" or "Contractor"), a Virginia corporation having its principal office at 600 East Main Street, Richmond, Virginia 23219. Contractor shall be required to furnish the Services indicated herein in conformance with the terms and conditions of this Contract. This document constitutes a continuing offer by Contractor to provide Services to the Commonwealth. Such offer may be accepted from time to time by the Commonwealth's execution of Service Orders hereunder. Wherever this Contract provides for Contractor to sign, accept or otherwise acknowledge a Service Order, such action is solely for record-keeping convenience or, according to context, for convenience in establishing the schedule for performance. Notwithstanding anything to the contrary in this Contract, all properly executed Service Orders become binding upon the parties as soon as the Commonwealth executes and delivers them to the Contractor.

Terms and conditions governing the purchase by the Commonwealth of Bell Atlantic Centrex Services pursuant to this Contract for provision by the Commonwealth to local school divisions and political subdivisions are attached hereto as Appendix K and made a part hereof.

(The remainder of this page is intentionally left blank.)



2. DISASTER RECOVERY SERVICE

It is the understanding of the parties that additional services, not specified in this Contract, shall be made available to the Commonwealth for disaster recovery purposes on terms and conditions to be negotiated on an agency-by-agency basis.

3. OTHER RATES & TARIFFS

- a. This Contract in no way prevents the Commonwealth of Virginia from acquiring services or equipment as permitted under State Corporation Commission and Federal Communications Commission Tariffs or Regulations as they apply to the Commonwealth of Virginia or under separate agreements with other vendors.
- b. C&P is providing Services to the Commonwealth of Virginia pursuant to contract and not, in whole or part, subject to any Commonwealth of Virginia tariff(s). Therefore, any references made in this Contract to any tariff, however stated, shall be for illustrative purposes only and the same shall not govern the terms and conditions of this Contract.

4. COMPENSATION

- a. The Commonwealth agrees to pay the Contractor at the rates established herein for Services duly ordered and delivered. Credit for out of service conditions will be calculated in the same manner as provided to C&P's business customers or as specifically contained herein.
- b. Charges for Services shall begin as of the date of installation or activation in conformance with the Commonwealth of Virginia's service order, provided same are accepted by the using agency. However, an installed or activated service shall not be rejected on the basis of a service order cancelling or changing the service if the ordered service is installed or activated prior to or within three business days after receipt of the cancellation or change order. Charges shall continue monthly until the termination date set forth on any service order requiring termination of such service. There shall be no charges for service hereunder except those specifically stated in this Contract, and, except for necessary customer premise equipment and any other items not traditionally provided by C&P, everything required for use of any Service is included with the Service, except as specifically stated in the Paragraph relating to the Service.

charges authorized in Paragraphs A.20 ("Termination Liability"), C.3 ("Virtual LATA Wide Calling"), C.7(b) ("Modem Pooling" [Port Equipment]), C.8 ("Non-Tariffed Digital Multiplexer Services") and C.11 ("Private Digital Packet Switched Network" [Inter-office Trunk Termination Component] ).

#### **8. PRICE PROTECTION**

All of the prices, terms, warranties, and benefits granted by C&P herein are equivalent to or better than the comparable terms being offered by C&P to any present customer of similar size and otherwise similarly situated. If C&P shall, during the term of this Contract, enter into arrangements with any other customer of similar size and otherwise similarly situated, for whom cost of providing the services is comparable and to whom C&P is providing prices, terms, warranties, and benefits on more favorable terms, then this Contract, at the Commonwealth's election, shall be amended to provide substantially the same to the Commonwealth of Virginia.

#### **9. LIABILITY**

Contractor shall maintain such personal injury and property damage liability insurance as necessary to protect itself from claims arising out of the performance of this Contract. Contractor shall indemnify and hold harmless the Commonwealth, its agencies and institutions and their officers, agents and employees from any and all claims, suits, actions, liabilities and costs of any kind including attorneys fees for personal injury and damage to real or personal property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. Nothing contained in this or any other Paragraph of this Contract shall be deemed to be an expressed or implied waiver of the sovereign immunity of the Commonwealth, pledge of the full faith and credit of the Commonwealth, or waiver of the Commonwealth's immunity under the Eleventh Amendment of the Constitution of the United States.

#### **10. RISK OF LOSS OR DAMAGE**

The Commonwealth shall be responsible for damage or loss of equipment placed on the Commonwealth's Premises for Services under this Contract to the extent such loss or damage is caused by negligence of the Commonwealth. In such event, the Commonwealth shall reimburse Contractor for the reduction in the fair market value of the equipment or the cost of repair, whichever is less.



11. CONTINGENT FEE WARRANTY

The Contractor warrants that it has not employed or retained any person or persons for the purpose of soliciting or securing this Contract. The Contractor further warrants that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon the award or making of this Contract. For breach of one or both of the foregoing warranties, the DIT shall have the right to terminate this Contract without liability, or, in its discretion, to deduct from the agreed fee, payment or consideration, or otherwise recover, the full amount of said prohibited fee, commission, percentage, brokerage fee, gift or contingent fee.

12. ACCESS FOR CONTRACT PERFORMANCE EVALUATIONS

The Commonwealth shall have access to C&P facilities and records to observe and evaluate performance of this Contract with respect to the products, facilities and capacities specified; and the Commonwealth, including its auditors, shall have access to and the right to examine all books, records and other documents of the Contractor relating to this Contract. The Contractor agrees to retain books, records, service orders and other documents relating to this Contract until 60 days after expiration of the Contract. Notwithstanding the above the Commonwealth shall not have the right to access facilities, and records that are not associated with the provision of services under this Contract.

13. EMPLOYMENT DISCRIMINATION BY CONTRACTOR

During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- d. The Contractor shall include the provisions of the foregoing paragraphs a., b., and c. in every subcontract or purchase order over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

14. CERTIFICATIONS

The Contractor certifies its compliance with the following:

- a. General Assembly Conflict of Interests Act;
- b. State and Local Government Conflict of Interests Act;
- c. Freedom of Information Act;
- d. Virginia Fair Employment Contracting Act;
- e. Virginia Governmental Frauds Act;
- f. Virginia Public Procurement Act;
- g. Federal Immigration Reform and Control Act of 1986.

15. NONAPPROPRIATIONS

- a. All payment obligations under this Contract are subject to appropriated funds being available for expenditure for this purpose by the using agencies or institutions.

Upon DIT's receipt of a formal notification from any using agency or institution certifying the unavailability of appropriated funds for such expenditure, DIT shall promptly forward such written notification to the Contractor and issue a Service Order immediately terminating or reducing Services to that agency or institution sufficiently so that any remaining Services are within the appropriated funds then available for expenditure for such Services by such agency or institution. Notwithstanding any other provision of this Contract, any such termination or reduction shall be without termination charge or other penalty or liability on the part of the Commonwealth. As between DIT and the Contractor, agency certifications received by DIT shall be conclusive as to the existence of any such nonavailability of funding for expenditure by such using agency or institution.

- b. In the event any Service obtained hereunder was to be supported in whole or in part with federal funding and such funding is not made available, the Commonwealth may terminate or reduce such Services without any termination charge, penalty or other liability on the part of the Commonwealth. Procedures for notification and conclusive certifications shall be the same as described above.



- c. The charges set forth herein for each particular Service shall remain unchanged for the entire term of this contract, including all renewals, except where the contract specifically states that such charge will change. Such charges shall remain unchanged notwithstanding any change in the Uniform Standard Ordering Codes (USOC) used designate the Services to which such charges apply.

5. CONTRACT TERM

- a. The term of this Contract commences on July 1, 1990 and continues through June 30, 2002. The rates established under the Contract shall be in effect as of the first billing date after the execution date of this Contract which billing date is agreed to be December 28, 1990. Except as expressly agreed between the parties and except as bills have already been adjusted, all charges for services rendered through June 30, 1990, under the Prior Agreement are hereby affirmed by both parties as billed or adjusted, and all accounts for such services under the Prior Agreement between the parties are hereby accepted by both parties as correct.
- b. All contractual terms and conditions shall remain as provided herein unless modified by written agreement of the parties. The Commonwealth may renew this contract after June 30, 2002 provided a new mutually agreeable contract can be negotiated. The Commonwealth must advise Bell Atlantic in writing no later than April 1, 2002 that the Commonwealth wishes to negotiate a new contract, otherwise only those Services being provided on the expiration date shall be provided on a month -to-month basis for a period not to exceed six months at the rates in effect on the expiration date.

(The remainder of this page is intentionally left blank.)

6. LOCATIONS

Appendix B lists the types of Centrex Service that Bell Atlantic currently must make available to the Commonwealth from each Bell Atlantic Central Office listed in the Appendix. Centrex Services not listed as currently available at such offices and Centrex Services at offices not listed in Appendix B (collectively "Subsequently Created Service" shall, upon request by the Commonwealth, be made available to the Commonwealth at the prices under the terms and conditions of this Contract, except that, if the Commonwealth's request will require a switch upgrade at the serving Central Office, expansion of the Centrex service where the cable distance between the serving and the customer premises network interface exceeds 5,000 feet, then availability of such Subsequently Created Service from such Central Office shall be conditioned upon the Commonwealth's payment of a mutually agreeable charge to reimburse the Contractor for Contractor's actual (or if not yet in place, likely actual ) cost of cable installation beyond 5,000 feet, switch upgrade or physical plant expansion, as the case may be, prorated between the Commonwealth and any other existing user of such facility. However, the availability of such Subsequently Created Services under the prices, terms and conditions of this contract shall not be conditioned upon the Commonwealth's agreement to pay a reimbursement charge if Bell Atlantic makes the Subsequently Created Services available without first obtaining Commonwealth's agreement to reimburse.

7. CONTRACT OPTION TO INCREASE OR DECREASE SERVICES

DIT may, at any time, increase or decrease the quantity of Services to be provided hereunder, with corresponding increase or decrease in the total monthly bill. The DIT ordering Officer identified in Paragraph 27 of this Agreement may exercise this option from time to time and at any time during the term of the Contract by executing and delivering written Service Orders, subject to the constraints imposed in Paragraph 27. Notwithstanding anything to the contrary in this Contract, no charge of any kind shall be incurred as a result of decreasing the quantity of or otherwise terminating any Service procured hereunder, except for the termination

(The remainder of this page is intentionally left blank.)

16. STANDARD OF PERFORMANCE AND MAINTENANCE

The Services provided by C&P hereunder shall provide features, functionality and performance at each using agency and institution that are comparable or superior to the features, functionality and performance of any equivalent service provided by C&P to business customers or as specifically contained herein. C&P shall respond to maintenance requests in the manner and within the times set forth within the applicable General Tariff.

17. DEFAULT BY CONTRACTOR

- a. The Commonwealth shall have the unilateral right to terminate any directly or indirectly affected Service(s) immediately or thereafter for default in the event that any one or more of the following events of default occur or continues during the term of this Contract:
1. The Contractor shall fail to provide requested maintenance within the time limits required by the Contract in a manner that materially affects any agency's or institution's use of any Service ordered hereunder, except to the extent such failure is caused by act of God or circumstances beyond C&P's control; or
  2. The Contractor shall fail to deliver any Service ordered under the Contract or shall fail to comply with any other material term or requirement of this Contract, provided that, in either case, such failure is not cured within thirty (30) days after issuance by the Commonwealth of a "Show Cause Notice" to the Contractor identifying the failure; or
  3. The Contractor has made any representation, certification or warranty in connection with this Contract which proves to be materially false or deceptive, and which materially affects service(s).

Notwithstanding any other provisions of the Contract, the Commonwealth shall not incur any termination charge, penalty or other liability as a result of exercising its right to terminate the Contract or any affected Services for default, and after such termination for default there shall be no continuing obligation with regards to the terminated Service.

- b. The Commonwealth's failure to exercise it's right to terminate for default under this provision shall not be construed as a waiver of its right to terminate for any future breach.



18. DEFAULT BY COMMONWEALTH

In accordance with Sections 11-69 through 11-71 of the Code of Virginia:

- a. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, notice of Contractor's intention to file such claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude the Contractor from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of the claims shall not delay payment of amounts agreed due in the final payment. DIT will render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.
- b. Contractor may not institute legal action prior to receipt of DIT's decision on the claim, unless DIT fails to render such decision within thirty (30) days. The decision of DIT shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision of the claim invokes appropriate action under Section 11-70, Code of Virginia or Administrative Appeals Procedure under Section 11-71, Code of Virginia.
- c. Any dispute, claim or cause of action filed by Contractor (or any other party making such claim on behalf of or under the right of Contractor, his agents or any subcontractor) shall be governed by Sections 11-69, 11-70, 11-71, Code of Virginia (1950), as amended, and any period of limitation set forth therein.

19. TAXES

The Commonwealth is exempt from federal excise and all state and local taxes. No such taxes shall be included on any invoice hereunder. Tax exemption certificates shall be furnished to the Contractor upon request.

20. GOVERNMENT ORGANIZATIONAL CHANGES

Upon written notification to the Contractor by DIT, or its successor, DIT's rights hereunder shall be exercisable by any other agency of the Commonwealth to which or into which the Virginia General Assembly may transfer, combine or merge DIT or DIT's functions.

21. HEADINGS NOT CONTROLLING

The titles of paragraphs herein are for the convenience of the parties only and shall have no bearing on the meaning, scope or effect of said paragraphs.



22. INTEGRATION AND MODIFICATIONS

This Contract constitutes the complete and final expression of the agreement between the Commonwealth and the Contractor respecting the subject matter hereof. No alteration, amendments or modifications of this Contract shall be effective unless reduced to writing, signed by the parties, and attached hereto. Upon mutual acceptance of this Contract by the parties, provision of Services covered by this Contract will be provided only under this Contract and not under the terms contained in the Prior Agreement.

23. GOVERNING LAWS

- a. This Contract and any disputes arising hereunder shall be governed in accordance with the laws of the Commonwealth of Virginia and shall be deemed to have been executed and entered into within Richmond, Virginia.
- b. If any term or provision of this Contract shall be found to be illegal or unenforceable, such term shall be deemed stricken and the remainder of this Contract shall remain in full force and effect.

24. NO THIRD PARTY BENEFICIARIES

This Contract shall not create for, nor give to, any third party any claim or right of action against Commonwealth or Contractor.

25. PRIME CONTRACTOR RESPONSIBILITY

- a. If the Services ordered hereunder include any goods or services to be supplied by a party other than Contractor, the Contractor agrees as follows:
  1. The Contractor shall act as prime contractor for the procurement and maintenance of the entire proposed configuration and shall be the sole point of contact with regard to all obligations under this Contract.
  2. The Contractor hereby represents and warrants that the Contractor has made or will make such other parties aware of the proposed use and disposition of the other party's product or services, and that such other parties have agreed or will agree in writing that it has no objection thereto. Such notification and agreement shall be made and obtained prior to delivery of the service in question. Upon request by the Commonwealth, Contractor shall promptly provide the Commonwealth with a copy of such written notices and agreements.

- b. C&P shall at all times be entitled to delegate or assign its rights and obligations under this Contract to a subsidiary or affiliate of C&P (directly or indirectly controlled by Bell Atlantic Corporation, the parent of C&P), provided such subsidiary or affiliate is capable of performing all contractual duties and/or obligations of C&P, and provided also that such subsidiary or affiliate, C&P and Bell Atlantic Corporation (the parent of C&P) all agree to remain obligated to the Commonwealth for all performance and other obligations under this Contract. No such assignment shall be effective until an agreement establishing the foregoing commitments and in a form and manner satisfactory to the Commonwealth has been executed and delivered to the Commonwealth by C&P, Bell Atlantic Corporation and such subsidiary or affiliate.

26. INFRINGEMENT ACTIONS

- a. Contractor, at its own expense, shall defend any suit brought against the Commonwealth for the infringement of patents, copyrights or trade secrets if the claim of infringement is alleged to relate to or arise from the Contractor's or Commonwealth's preparation, development, manufacture, delivery, receipt or use of any equipment, software, materials, methods, processes, services or information in connection with performance of this Contract. In such suit, Contractor shall indemnify the Commonwealth, its agents, officers and employees for any loss, liability or expense incurred as a result of such suit.
- b. DIT shall notify the Contractor of such suit within a reasonable time after learning of it and shall give the Contractor the full right and opportunity to conduct the defense of the suit, subject however to the requirements of Section 2.1-127 of the Code of Virginia or any successor statute. If principles of governmental or public law are involved, the Commonwealth may, at its option, participate in the defense of the suit.
- c. The Contractor shall not be required to indemnify the Commonwealth for loss, liability or expense arising solely out of the Commonwealth's own specifications or design or solely from the combination of equipment or software furnished hereunder with any equipment or software not supplied by the Contractor.
- d. If the delivery or use of any Service under this Contract becomes, or in the Contractor's opinion, is likely to become, the subject of a claim of infringement, Contractor may, at its option, provide noninfringing substitutes that are satisfactory to the Commonwealth, or



at Contractor's option and expense, may obtain the right for the Commonwealth to continue to receive and fully use such Service. Any action by the Contractor under this subparagraph shall not relieve the Contractor of its liability and obligations under the remainder of this Paragraph.

27. ORDERING OFFICERS

- a. DIT shall appoint authorized Ordering Officers whose authority shall cover the issuance of written service orders for Services provided under this Contract. The Ordering Officer's authority is limited to issuing written Service Orders to deliver, activate or deactivate the specific Services available under this Contract. Notwithstanding the foregoing, Service Orders that trigger or increase a minimum usage commitment or that trigger a termination charge, penalty or other liability shall not be effective unless signed by the Director of DIT or by a DIT procurement officer duly appointed by the Director to exercise this authority, except that Service Orders to add or delete Centrex lines shall not be subject to the foregoing requirement and shall be effective when signed by an authorized Ordering Officer and delivered to C&P. Under no circumstances shall any ordering officer have authority to modify this Contract.
- b. DIT shall appoint Ordering Officers by identifying them in writing to the Contractor from the Director of DIT or his authorized designee. The Contractor is hereby notified that the State will make payment only against valid Service Orders executed by an authorized Ordering Officer and confirmed by C&P. The Contractor shall be advised in writing by the Director of DIT or his appointed designee of any change in the identity of Ordering Officers or authorized procurement officers.
- c. Services already being obtained as of the date of this Contract are continued without necessity of a service order (but under the terms and conditions of this Contract) unless and until terminated by service order.

28. DIT APPROVAL AND CONTRACTING AUTHORITY

The Contractor recognizes that DIT, by statute, reviews and approves purchases of telecommunications services for agencies and institutions of the Commonwealth. The Contractor agrees that C&P will not provide such services to agencies and institutions of the Commonwealth unless DIT has given its advance, written approval of such procurement, either individually or by category of service or recipient. By law,

any payment for materials or services ordered by public officials who lack actual authority to make such purchases may be recovered at any later date by the Commonwealth or by the affected public body.

29. INVOICES

- a. Invoices for Services shall be rendered to the Commonwealth no earlier than the end of the month in which the Services were delivered. Invoices shall be paid within thirty (30) days after receipt and acceptance of the invoice and billing information in accordance with Paragraph D.5, unless the Service was received with a defect or the invoice or billing information is incorrect. Invoices shall not include any charges other than those identified in this Contract. Invoices shall include at least the following information:
  - (1) Type and description of Service;
  - (2) Serial number (if applicable);
  - (3) Uniform Service Order Code (USOC) for each item billed; and
  - (4) Charge for each Service.
- b. In accordance with Sections 11-62.1 through 11-62.9 of the Code of Virginia, and subject to the exceptions and limitations stated therein, all payments not made within seven (7) days following the payment date provided above shall accrue interest at the rate established in Section 11-62.5 of the Code of Virginia.
- c. As provided in the Code, where payment is made by mail, the date of postmark shall be deemed to be the date of payment.
- d. The Contractor shall notify the Fiscal Officer of DIT of all invoices which are in excess of thirty (30) days old.

30. PAYMENTS TO SUBCONTRACTORS

- a. In accordance with Section 11-62.11 of the Code of Virginia, within seven days after receipt of amounts paid to the Contractor by the Commonwealth for work or materials performed or provided by a subcontractor, the Contractor shall:
  1. Pay the subcontractor for the proportionate share of the total payment received from DIT attributable to the work or materials performed or provided by the subcontractor; or



2. Notify DIT and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- b. The Contractor shall pay interest to the subcontractor at the rate of one percent per month on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Commonwealth for work or materials performed or provided by the subcontractor, except for amounts withheld as allowed in a.(2) above. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to be subject to the same payment and interest requirements with respect to each lower-tier subcontractor, except that any such subcontract can provide a different rate of interest. Nothing in this paragraph shall be construed as creating any obligation on the part of the Commonwealth or as authorizing any additional charges to the Commonwealth.

31. TECHNOLOGY IMPROVEMENTS

C&P reserves the right to enhance, but shall not materially degrade, the attributes of any Service provided at any time under this Contract. C&P will provide DIT with written notification of any known hardware, firmware and software

changes, as well as any changes to procedures to be followed by the Commonwealth, at least 60 days in advance of C&P's scheduled date for implementation of such changes, if such changes are of a type that may affect the features, functionality or method of operation or delivery of any Service offered under this Contract. Upon DIT's request, C&P will promptly provide all documentation needed to evaluate the impact of such changes. There shall be no charge for the implementation of such changes; nor shall the cost of the Service be affected thereby.

32. COMPLIANCE WITH FEDERAL LOBBYING ACT

- a. Contractor shall not, in connection with this Contract, engage in any activity prohibited by 31 U.S.C.A. Section 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act"), and shall promptly perform all obligations mandated by the Lobbying Act in connection with this Agreement, including, without limitation, obtaining and delivering to the Commonwealth all necessary certifications and disclosures.

- b. Contractor is hereby advised that a significant percentage of the funds that will be used to pay Contractor's invoices under this Contract are federal funds. Under no circumstances shall any provision of this Contract be construed as requiring or requesting the Contractor to influence or attempt to influence any person identified in 31 U.S.C.A. Section 1352(a)(1) in any matter.
- c. A representative of Contractor shall sign the certification attached as Appendix E and deliver such certification to the Commonwealth simultaneously with the execution and delivery of this Contract. Contractor shall have the certification signed by a representative with knowledge of the facts and shall fulfill the promises or undertakings set forth in the certification.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT, AND ACKNOWLEDGE THAT BOTH PARTIES AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

THE CHESAPEAKE & POTOMAC  
TELEPHONE COMPANY OF VIRGINIA

COMMONWEALTH OF VIRGINIA

By: H. R. Stallard  
Name: H. R. Stallard  
Title: President and CEO  
Date: 12/18/90

By: J. Westwood Smithers Jr.  
Name: J. Westwood Smithers Jr.  
Title: Director DIT  
Date: 12/19/90



**TERMS AND CONDITIONS FOR ACQUISITION  
OF  
TELECOMMUNICATIONS SERVICES AND EQUIPMENT**

**CONTRACT NUMBER VA-900701-C&P**

**APPENDIX A: LOCAL SERVICE**

Appendix A is hereby incorporated by reference, made an integral part of, and attached to Contract Number VA-900701-C&P between the Chesapeake and Potomac Telephone Company of Virginia and the Commonwealth of Virginia, Department of Information Technology.

**A.1 CENTREX CONVERSION**

At Commonwealth's request, C&P shall convert Basic Voice Service to Enhanced Voice Centrex Service or visa versa. There shall be no charge for these Services, although the monthly rate for the Centrex Service shall be affected thereby in accordance with other provisions of this Contract.

**A.2 INTERCOM DIALING PLAN**

For each centrex, DIT shall specify the quantity of digits dialed (4 or 5) for Intercom call completion where Centrex Offices will accept either, based on the NNX and Thousands Groups employed by C&P's numbering scheme.

**A.3 ASSIGNMENT OF BILLING AGENCY CODES**

DIT may, at its option, include in any Service Order a billing code of up to five digits to be listed by Contractor with that line item on all billing records required by Appendix D. DIT, through its Ordering Officers, may also designate a billing code for each existing line item that recurs on billing records required by Appendix D. There shall be no charge for this Service.

**A.4 800 PUBLIC SERVICE NUMBERS**

In all of C&P's public directories, C&P shall include up to two (2) pages of Commonwealth public service numbers associated with "800" type service. DIT shall provide the numbers in standard directory format. There shall be no charge for this Service, which C&P is providing as a public service.

**A.5 RECORDED ANNOUNCEMENTS AND INTERCEPTS**

- a. C&P shall automatically provide the Commonwealth with the standard recorded announcements which C&P makes available to the public for like services. There shall be no charge for this Service.

- b. C&P will provide specialized intercepts and announcements at the following rate:

\$350.00 one time setup fee for the serving Centrex Central Office if such fee has not previously been charged for setting up that Centrex Central Office in connection with a Service under this Paragraph.

\$ 24.50 set up fee for each line requiring the intercept and announcement

\$ 2.25 per month per number intercepted

#### A.6 RELOCATION OF WIRE CENTERS

C&P may relocate wire centers serving the Commonwealth, provided C&P gives DIT one hundred and eighty (180) days' advance, written notice. Any such relocation shall be accomplished solely at C&P's expense. In the event of relocation, any future charges for Services being provided as of the date of relocation shall be calculated on the basis of the old or new location, whichever produces the lower charge. If the relocation necessitates number changes, C&P shall change the numbers and provide Automatic Intercept Service for at least one hundred and twenty (120) days, both at no charge. The Standard Automatic Intercept Service may be extended beyond the one hundred and twenty (120) days at a rate of \$5.00 per line per month.

#### A.7 OPTICAL REMOTE MODULES

- a. C&P may use Optical Remote Modules ("ORM") to provide Services upon agreement with the Commonwealth regarding the NNX to be used.
- b. If the principal user of a newly-established ORM is or was a college or university but the ORM is not located on the college or university campus, C&P may provide a Central Office Extension on the college or university campus to support any future Voice/Data Service requirements for the college or university. In such event there shall be no charge for establishing the Central Office Extension, and the 10,000 cable foot limitation for Voice/Data Service shall be measured from the Central Office Extension rather than from the ORM.
- c. Upon upgrade of an ORM to full capability of a stand alone Centrex switch, all number changes and other work necessitated by such upgrade shall be C&P's expense. All trunking associated with voice and digital service provided between the former ORM and the former host shall continue to be provided between the upgraded switch and the former host at no charge to the



Commonwealth, and all other price levels, features and benefits available to the Commonwealth prior to the upgrade shall continue to be available as fully as if Bell Atlantic had continued to provide such Services from the ORM.

A.8 LINES BEYOND THE SERVICE AREA

If the Commonwealth issues a Service Order to extend a voice line beyond the boundaries of the serving office's service area, the Commonwealth shall pay Bell Atlantic a mileage charge at the rate established under Bell Atlantic's applicable general tariff or other prevailing rate.

A.9 ENHANCED CENTREX SERVICE

- a. Basic Voice Centrex Service and Enhanced Voice Centrex Service are merged into a single, consolidated analog Centrex service to be known as Enhanced Centrex Service.
- b. The monthly charge for Enhanced Centrex Service per line (including Common Access Line Charge ("CALC")) shall be \$11.00.
- c. The installation charge for Enhanced Centrex Service shall be \$26.80 per line to wire closet. This charge shall be adjusted annually in accordance with Paragraph A.18 ("CPI Adjustment").
- d. Enhanced Centrex Service Feature List

- Abbreviated Dialing Features
- Access to Toll Network
- Access to Switched Network
- \* Authorization Codes
- Add-on - Consultation Hold (Three Way Calling)
- Automatic Call Back
- Call Forward - Variable
- Call Forward - Busy Line/Don't Answer All Calls
- Call Forward - Busy Line/Don't Answer Incoming only
- Call Pick-Up and Hold
- Call Transfer - All Calls
- Customer Access Treatment Code Restrictions
- Customer Changeable Speed Calling
- Dial Call Waiting
- Directed Call Pick-Up
- Directed Call Pick-Up Without Barge-In
- Distinctive Ringing
- Call Waiting Tone
- Group Number Plan
- Hunting
- Multiline Hunt Service
- Multiple Positions (Consoles)
- Non-Sequential Hunting
- Remote Call Forwarding
- Toll Diversion to Attendant
- Touch Tone
- Trunk Answer Any Station

\* Implementation of the Authorization Code feature at time of Enhanced Centrex Service line installation will be provided at no charge. Implementation of this feature after line installation will incur a one-time \$17.80 per line feature set-up charge.

- e. These features are included as part of Enhanced Centrex Service at no additional charge over and above the Enhanced Centrex Service line charge.
- f. There is a monthly access charge of \$5.09 per Enhanced Centrex Service line in addition to the Enhanced Centrex Service line charge of \$11.00 per month. The total monthly charge for an Enhanced Centrex Service line is \$16.09.
- g. All existing Basic Voice Centrex Service and Enhanced Voice Centrex Service lines will be converted to the new Enhanced Centrex lines on a schedule which is mutually agreeable to both Bell Atlantic and the Commonwealth. Line rate savings from this conversion will accrue to the Commonwealth upon the successful conversion of each line or ninety (90) days after the execution of Modification #10, whichever occurs first.
- h. Existing specialized features not contained in the Enhanced Centrex Service Feature List will continue to be available to the Commonwealth. These features will continue to be priced according to the tariff or other prevailing rate. Should the Commonwealth require customized pricing based on volume, criticality, or other factors on features not contained in the Feature List, Bell Atlantic will develop and submit to the Commonwealth customized rates for these features.
- i. The Call Forward Variable feature shown in the Feature List will be substituted for the remote Call Forwarding feature on all Centrex service lines. The authorization Code feature and corresponding rates as well as the authorization code feature installation charges remain unchanged.
- j. A "Campus Student Emergency Hot Line" service is available. This Service will enable commonwealth user, such as agencies, corrections facilities, and institutions of higher education with campus-like environments, to install Centrex lines which are intra-system calling only. These lines can be deployed in or around emergency call stations, elevators, dormitory lobbies, etc. These lines are pre-programmed to immediately dial a predetermined Centrex extension with an agency's or institution's Centrex system. The automatically dialed calls are limited to intra-system extensions only and may not be forwarded over private or dedicated special access facilities without prior written consent from Bell Atlantic. The cost of each Campus Student Emergency Hot Line Centrex Service line is \$26.80 per line.
- k. Centrex "Caller ID" (number identification only) is available to the Commonwealth on any analog Centrex line at a monthly recurring cost of \$0.50 per line, per month, with no installation cost.
- l. Virtual Private Network Service (VPNS) Features  
Users must subscribe to either Location Code Dialing or Portable Extension Dialing as detailed in Section (1) "Private Dialing Plan".

**Service Establishment Charge: \$500.00**

**This is a one time charge for each VPNS service installation establishing a Private Dialing Plan, in addition to all associated fees detailed below. All other VPNS features listed in sections (2) through (7) are at the Commonwealth's option.**

(1) Private Dialing Plan

- (a) Location Code Dialing - Feature allows for extension numbers to indicate a specific location. The extension numbers are a combination of digit(s) or access code and digits corresponding to part or all of the customer's North American Numbering Plan telephone number. This dialing plan allows duplication of extension numbers among locations served by difference central offices.

	<u>Installation</u>	<u>Monthly</u>
	\$2,000.00	\$255.00
Additions or Changes, per occasion		
First 9 numbers		\$50.00
10 and over		\$50.00

- (b) Portable Extension Dialing - Feature allows an extension number that is independent of the North American Numbering Plan. When a user moves from one location to another, his/her public telephone number will change but their assigned extension number can stay the same. This allows any caller within the users network to reach the user by dialing the same extension regardless of the user's location.

	<u>Installation</u>	<u>Monthly</u>
	\$2,000.00	\$170.00
Additions or Changes, per occasion		
First 9 numbers		\$50.00
10 and over		\$50.00

(2) Off-net/On-net Calling

- (a) On-net to On-net - Calls originating from and terminating to a telephone number included in the private dialing plan database. The caller dials a pre-defined dialing plan number for the location to be reached.
- (b) On-net to Off-net - Calls originating from a designated on-net location (telephone numbers included in customer's private dialing plan database) and terminating off-net (telephone numbers not included in customer's private dialing plan database). The caller dials a standard 10-digit NANP number in the same manner as placing a long-distance call.
- (c) Off-net to On-net - Calls originating from a telephone number not in the customer's private dialing plan database but terminates to a telephone number included in the customer's private dialing plan database. The caller will be required to enter an authorization code in order to access the customer's VPNS remotely. Once the caller has been granted access to the VPNS, the private dialing plan can be used to complete the call.
- (d) Off-net to Off-net - Calls originating and terminating in telephone numbers not included in the customer's private dialing plan database. This type of call applies to traveling employees who might be accessing the VPNS via a remote access mode. Once the caller has been granted access to the VPNS the call will be routed in the same manner as an On-net to Off-net call.
- (e)



(3) Facility Hubbing

- (a) Routing Pattern Control - enables the customer of record to pre-select the route (private facilities or public network) of outgoing, off-net calls based on the called party's telephone number, time-of-day and/or day-of-week.

	<u>Installation</u>	<u>Monthly</u>
	\$2,000.00	\$340.00
Additions or changes or deletions		
Per route		\$50.00

- (b) Remote Access to Private Facilities - the capability for customer's of record station lines (Centrex lines, PBX trunks, ISDN lines or POTS lines) to reach a remotely located private facility or group of facilities by dialing an access code.

Per facility group		
	<u>Installation</u>	<u>Monthly</u>
	\$400.00	\$85.00

- (c) Facility Termination - the capability for private facilities terminated in a central office to be accessed by remote VPNS users.

Per facility		
	<u>Installation</u>	<u>Monthly</u>
	\$50.00	\$25.00

(4) Call Screening Controls (Screening patterns are limited to three (3) patterns per location.)

- (a) Call Patterns Screening Controls - Customer defined calling privileges which allow for screening by called telephone number or Numbering Plan Area (NPA).

	<u>Installation</u>	<u>Monthly</u>
	\$500.00	\$50.00

- (b) Time-of-day, day-of-week Screening - permits the customer to restrict calling privileges based on the time-of-day and/or day-of-week.

	<u>Installation</u>	<u>Monthly</u>
	\$500.00	\$50.00

(5) Remote Access (Usage charges specified in (3) (b) above also apply.)

- (a) Work-at-Home - the ability for Commonwealth employees to use their residential telephones to originate business calls by dialing a predefined



- (b) access code before initiating the call and having the associated usage billed directly to their office telephone number.

Per employee telephone number	\$0.05
<u>Installation</u>	<u>Monthly</u>
\$5.00	\$5.00

- (c) Business Travel - the ability for a Commonwealth employee to use an off-net telephone to originate business calls by dialing a pre-defined access code and identification code before initiating the call and having the associated usage billed directly to their office telephone number.

Per employee account	
<u>Installation</u>	<u>Monthly</u>
\$5.00	\$5.00

Per message \$0.05

- (6) Access Control - Security for access to specific facilities, to override station restrictions, or to access VPNS features, can be provided based on the calling number, an authorization code, a Personal Identification Number or a combination of the above.

- (a) Authorization Codes - Codes from 2 - 15 digits in length that can be used to validate access and/or calling privileges.

<u>Installation</u>	<u>Monthly</u>
\$5.00	\$2.00

- (b) Personal Identification Number - Numbers that can vary in length from 4 to 8 digits that can be used to associate restricted services and privileges with employees and/or office telephone numbers.

	<u>Installation</u>	<u>Monthly</u>
Per PIN	\$5.00	\$2.00

- (c) Interactive Account Codes - Codes used by customers of record to track network usage and to bill back usage to a particular department or user.

1. Non-validated Account Codes - Codes assigned by customers to track and bill back to specific departments or clients. These codes are not verified as legitimate codes belonging to the customer i.e. any 1 - 8 digit code entered will be recorded.

<u>Installation</u>	<u>Monthly</u>
\$5.00	\$2.00

2. Validated Account Codes - Codes assigned by customers to track and bill back to specific departments or clients. These codes are verified against legitimate codes as belonging to the customer.

	<u>Installation</u>	<u>Monthly</u>
Per code	\$5.00	\$3.00

3. Forced Account Codes - Enables a customer to require all originating calls to enter an account code prior to connecting the terminating end.

	<u>Installation</u>	<u>Monthly</u>
Per code	\$5.00	\$3.00

- (7) Virtual Hot Line Service - Allows for a predefined automatic connection from an on-net telephone to another on-net telephone at a remote location. When the receiver of the Virtual Hot Line Station is lifted, the telephone number of a pre-determined on-net station will be connected.

	<u>Installation</u>	<u>Monthly</u>
Per line	\$25.00	\$25.00

#### A.10 COMMONWEALTH BASIC RATE INTERFACE (C-BRI) SERVICE

- a. Existing Voice/Data Centrex Service will hereinafter be known as Commonwealth BRI (C-BRI) Service. C-BRI Service is available to the Commonwealth in those locations which are covered by the Bell Atlantic central offices listed in Appendix L.
- b. On a case-by-case basis, contractor may make C-BRI service available from offices other than those listed in Appendix B at either the Contract rates or at customized rates depending on distance and other operational limitations.
- c. Bell Atlantic will make available both currently employed Custom ISDN (as detailed in the AT&T proprietary Custom ISDN standards) and National ISDN-1 (NI-1) Centrex service. The NI-1 standard is available to the Commonwealth only in standalone configurations and is not available as an integrated system (with Custom ISDN) within the same Centrex group or common block.
- d. Orders for service by the Commonwealth will be processed according to the intervals contained in Section A.19. Any request for service prior to these intervals will be handled on a case-by-case basis and expedite charges of two (2) times the normal installation charges will apply.

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- e. Six-way station conferencing shall be available wherever Enhanced Centrex Service is available and can be obtained by ordering the installation of one or more six-way conference assemblies. The monthly service charge shall be \$110 per six-way conferencing assembly. Installation shall be \$48.34 per six-way conferencing assembly.

#### A.11 DORMITORY VOICE CENTREX SERVICE

- a. Dormitory Voice Centrex Service is available for use in Commonwealth student dormitories wherever Basic Voice Centrex Service is available. Dormitory Voice Centrex Service includes the following features:

Intercom

Touchtone

Call Waiting

Call Forwarding

Line Restriction (At Commonwealth's request, Bell Atlantic shall restrict any particular line or lines, either to prevent origination of all DDD toll calls or to prevent origination of all toll calls other than credit card, third party billing, and collect toll calls.)

The monthly charge for Dormitory Voice Centrex Service (including Common Access Line Charge ("CALC")) shall be \$9.00 per line.

- b. The Dormitory Voice Centrex Service to be provided by Bell Atlantic includes all wiring to a single main point of presence ("MPOP") in each dormitory building. Extension of lines to individual rooms is not covered by this Contract but may be procured from C&P on a case-by-case basis upon such terms as may be mutually agreeable and in accordance with law.
- c. C&P shall provide student dormitory packet data capabilities under a digital line arrangement for an additional \$6.00 per data port. Data speeds under this arrangement shall not exceed 9.6 Kbs. Should technology enable Bell Atlantic to provide this service in a more advantageous arrangement, Bell Atlantic shall do so only with the concurrence of the Commonwealth.
- d. The Voice/Data Service and associated optional features may be provided to students. However, the student line must be converted to a Voice/Data Centrex line, and the charges as shown in Paragraph A.12 shall apply.
- e. Authorization Code \$.50 per line per month.

Implementation of the Authorization Code feature at time of line installation will be provided at no charge.

Implementation of this feature after line installation will incur a one time \$17.80 per line feature set up charge. Installation requested on the same service order of greater than 300 lines served from the same CO will be at a rate of \$5.00 per line rather than the \$17.80 per line feature set-up charge.

- f. Call screening - Ability shall be available on dormitory Voice Centrex Lines at a monthly rate of \$0.22 per line.



## A.12 VOICE/DATA LINE SERVICE

- a. The Voice/Data Line Service includes the following features:

All of the features included in the Enhanced Voice Centrex Service (no separate charge for these features when ordered as part of the Voice/Data Service)

64 Kbps Voice Service on one B Channel with Packet Switched Data on either the other B Channel or the D Channel and Signalling on the D Channel.

One Digit Intercom Dialing

Two Digit Intercom Dialing

Intercom Alerting

Call Bridging

Delayed and Abbreviated Ringing

Feature Function Buttons:

Automatic Callback on Busy

Call Forwarding Variable

Call Pickup

Conference Calling

Drop

Hold

Transfer

Speed Calling

Multiple Call Appearances of a Directory Number (Up to 5 at no extra charge. Additional Call Appearances may be added at a rate of \$2.00 per month for each additional group of 3 Appearances)

Display for Ringing Call Appearances Only

Idle Call Appearance Preference

Outgoing Called Line Identification for Voice/Data Terminals

Priority Calling (Incoming)

Priority Calling (Originating)

Packet Switched Data Throughput rate is limited to the number of Voice/Data feature equipped lines divided by 2. This packet throughput rate is the rate per second per Centrex switch for packet transfer within the switch.

Shared Line Appearances (Analog or Digital) on Voice/Data set interface.

The Voice/Data Line Service requires digital Customer Premise Equipment ("CPE") compatible with ISDN technology. Also, to use the Voice/Data Line Service, the customer Premise cable must be metallic, the

customer's NT1 devices cannot be more than 10,000 cable feet distant from the digital serving Central Office, ORM or Central Office Extension, whichever is closest.

The charge for the Voice/Data Line Service shall be as follows:

Monthly Charge of \$18.00 per line per month (this charge includes the \$0.50 per month Enhanced Feature charge, Voice Centrex Line charge and Voice/Data Equipment charge).

Installation of the Voice/Data Line Service, including installation of the line on which it is to be provided shall incur a Service connection charge of \$45.00.

Installation of the Voice/Data Line Service on an existing Voice Centrex line will require a \$26.80 one time set up fee.

b. At the Commonwealth's request, and for the following charges, one or more of the following features shall be added to any line or lines using the Voice/Data Line Centrex Service:

1. Basic Rate Interface Transmission Extender ("BRITE" Card) capability may be added to the serving Centrex for a charge of \$1,760 per card per month. Each card shall be capable of extending all Voice/Data capabilities on up to 32 lines to any distance beyond the 10,000 cable foot limitation that would otherwise apply.
2. A second Voice Channel may be added to a Voice Centrex line equipped with the Voice/Data Line Service when CPE is available to distribute the second B channel to a different station. Use of this Service will require a monthly charge of \$11.00.
3. Attendant Console Service

C&P will provide Attendant Console Service as an enhancement to the Voice/Data Line Service. This Service will provide the following functions:

Attendant Busy Verification of Lines and Trunks  
Attendant Camp-On  
Attendant Call Hold  
Attendant Call Splitting  
Attendant Call Through Tests  
Attendant Call Transfer  
Attendant Call Conference

Attendant Control of Facilities  
 Attendant Control of Voice Terminals  
 Attendant Direct Station Selection/Busy  
     Lamp Field  
 Attendant Direct Trunk Group Selection  
 Attendant Emergency Override  
 Attendant Incoming Call Identification  
 Attendant Information About Calls on Queue  
 Attendant Interposition Transfer  
 Attendant Night Service  
 Attendant Originating Permission Display  
 Attendant Position Busy  
 Attendant Power Failure Transfer  
 Attendant Selective Customer Control of  
     Facilities  
 Attendant Through Dialing  
 Attendant Timed Reminder  
 Attendant Trunk Group Indicators  
 Attendant Trunk Identification  
  
 Dial Access to Attendant  
 Flexible Night Service  
 Emergency Access to Attendant  
 Queuing For Attendants with Call Waiting  
     Identification  
 Maximum of 64 Call Appearances

The monthly charge for this Service shall be \$105.00 per line.

4. At the request of the Commonwealth, C&P shall provide a secondary telephone number on the Voice/Data Line Service at a monthly cost of \$10.00.
5. At the request of the Commonwealth, C&P will provide the Voice/Data Multipoint Feature. This will permit multiple Voice/Data stations (Maximum of 8) on a single Centrex line. All stations on a Multipoint Voice/Data line will have access to the two (2) B Channels; however, only two stations can have B channel access simultaneously. The B channels can be used for either voice or data. Up to 8 stations can have simultaneous access to the D channel; however, the D channel throughput is limited by the 16 KBPS line rate. The price is as follows:

Voice Only shall cost \$16.50 per line per month plus \$6.00 per associated station per month.

Voice/Data or Data Only shall cost \$16.50 per line per month plus \$0.01 per minute of total B channel usage. Per Appendix D, billing for this Service shall be included on the standard toll tapes.



#### A.13 CIRCUIT SWITCHED DATA SERVICE

- a. This Service enables the user to employ Centrex switching to direct 64 KBPS data to any other user of this Service without requiring a dedicated line between such users.
- b. There shall be no monthly charge for this Service if this Service is obtained in conjunction with the Voice/Data Line Centrex Service. Otherwise, a separate line shall be provided by C&P for the use of this Service at a monthly charge of \$16.50 plus a line installation charge of \$26.80.. In either case, there shall be a usage charge of one cent (\$0.01) per minute.
- c. This Service does not include the provision of the facilities necessary to connect Centrex switches providing this Service to one another. Such facilities shall be procured or provided separately by the Commonwealth.

#### A.14 VOICE MAIL SERVICE

Voice Mail Service shall be available with the following mailbox capabilities on an office by office basis starting on or before January 1, 1991, with all planned central offices providing this capability no later than January 1, 1993. All Centrex lines, trunks, etc. necessary for access to voice mail service will be available at rates specified in this Contract or in the applicable general tariff. C&P shall provide a listing of planned central offices for this service on or before the execution date of this Contract, and shall be appended hereto.

##### a. Type I Voice Mailbox

Provides automated 24 hour telephone answering for one user with a single mailbox with the following capabilities:

- 12 minutes of message storage
- 30 second greeting
- Subscriber changeable greeting
- Subscriber changeable name
- Subscriber changeable password
- Subscriber can:
  - listen to message
  - pause when listening to messages
  - replay messages
  - skip messages
  - rewind messages
  - fast forward messages
  - save messages
  - erase messages
  - obtain time and date of message



redirect messages  
reply to messages  
append comments to recorded messages  
specify types of delivery (normal, urgent,  
confidential or return receipt requested)  
use of group lists (create, delete, edit)  
send same message to several mailboxes  
without creating a group list

Messages are played first in/first out (FIFO)

The charge for this Service is:

\$18.75 one time setup fee per mailbox  
\$6.00 per month per mailbox

b. Type II Voice Mailbox

Provides the same features as a Type I voice mailbox  
except for the following:

15 minutes of message storage instead of  
12 minutes.

The charge for this Service is:

\$18.75 one time setup fee per mailbox  
\$7.00 per month per mailbox

c. Type III Voice Mailbox

Provides an "ANNOUNCEMENT ONLY" mailbox port with the  
following capabilities:

Maximum of a 30 second announcement

The charge for this Service is:

\$26.80 one time setup fee per mailbox port  
\$125.00 per month per mailbox port

d. Type IV Voice Mailbox

Provides 24 hour Automated Attendant Service for  
multiple users and is designed to handle calls  
autonomously with the following capabilities.

Telephone call routing

Backup support for operators - off hour  
telephone coverage

\$26.80 one time setup fee per Automated  
Attendant Port

\$150.00 per month per Automated Attendant  
Port

\$3.00 per month per branch mailbox

#### A.15 AUTOMATIC CALL DISTRIBUTION (ACD) SERVICE

This Service is available only at the Richmond Grace Street Office and only in conjunction with the Voice/Data Line Service. ACD provides uniform distribution of incoming calls to station users on a random basis or to the station which has received the least amount of calls. This facility includes the capabilities to queue, on a first-in, first-out basis, a predetermined number of delay announcements, to identify incoming calls, to transfer to Supervisory Positions, to transfer to other groups of agents and to originate non-ACD calls. This feature includes Supervisory Positions which allow for monitoring of calls to agents, checking agent work load distribution, and other activities such as recording of delay announcements, etc. Further this feature provides management information to allow the proper monitoring and forecasting of incoming traffic volume, outgoing traffic volume and agent efficiency in handling calls. Requires a Model 7516 Terminal furnished by the Customer.

The monthly charge for this Service is:       \$   65.00 per line

One time Report Generation ACD Software fee \$1,000.00  
(no limitations on number of copies and usage by using agency)

One time Installation fee per station       \$   120.00

Call Vectoring - \$ 8.00 per month/per position  
                  \$25.00 one-time installation per position.

Music on Queue - \$ 4.00 per month/per position  
(Access only)     \$25.00 one-time installation per position

Additional Announcement Circuits  
                  \$35.00 per month per additional circuit  
                  \$25.00 one-time installation per position

This Service requires a customer provided IBM Compatible PC with a printer for report generation and control.

#### A.16 MACSTAR

Customer Station Rearrangements on station lines selected by DIT shall be provided at the following rates:

Establishment of New Data Base (beyond those already established as of the date of this Contract)       \$7,000  
one time fee

Monthly charge per line included in the data base   \$0.09

Service Order Charges shall not apply for rearrangements performed utilizing this service.

- a. The C&P MACSTAR Administrator will correct any attempted rearrangements which have failed due to any of the following conditions:



1. When a discrepancy exists between the MACSTAR Data Base and the switch or the customer service record (CSR); or
  2. When a field has not been activated or initialized in the Data Base; or
  3. When there is a design or incompatibility issue between MACSTAR and the CENTREX switch
- b. C&P will provide, as an identifier for digital lines, a "CP" in the type field of the Telephone Number Screen to distinguish between analog and digital lines. C&P will build Voice/Data Service screens and provide DIT with Voice/Data Service screen usage training.
  - c. C&P will provide ongoing Centrex documentation to support the MACSTAR function. The documentation shall specify the design, configuration of classes of service and capabilities for each Centrex having Commonwealth lines under this Contract.
  - d. C&P will maintain Customer Service Records ("CSR") on Centrex lines reflecting all capabilities and designated remark lines until such time as C&P develops and delivers to the Commonwealth a fully functional electronic interface between DIT, MACSTAR, the Centrex switch and the operational support system.

#### A.17 LOCAL EXCHANGE ACCESS CHARGE

##### a. ADMINISTRATIVE

1. Trunk access for all Centrex lines other than lines using Centrex Dormitory Service and other than message rate lines (as described below) shall incur an Administrative Local Exchange Access charge. As of the effective date of this Contract, this charge is \$69.88 per month per trunk. This rate shall be adjusted each January 1, pursuant to Paragraph A.18 ("CPI Adjustment"). However, no annual increase shall be greater than the percentage increase, for that year, in the amount charged to the general public for exchange access.
2. Message Rate Service Areas. Prevailing Tariff usage rate will be applied in existing areas that were subject to message rate pricing as of June 1, 1990. No further Service areas shall be made subject to this method of pricing without the written agreement of both parties. This message rate charge is in lieu of flat rate Local Exchange Access charges on message rate Centrex

lines, and message rate lines shall not use trunks incurring the per trunk charge of A.17.a.1 above.

3. DIT shall determine the number of trunks for non message rate lines and may increase or decrease such number from time to time at its sole discretion. Initially, the number of trunks is based on maintaining a state-wide average ratio of one trunk per 13 voice Centrex lines. C&P agrees that this ratio is adequate to provide the Commonwealth with the level of service being provided as of the date of this Contract. However, message rate lines Dormitory Centrex Lines and disaster recovery lines are not counted for this purpose.
4. If the Commonwealth issues a Service Order to establish a voice line beyond the normal service area for the purpose of establishing disaster recovery capability, there shall be no charge to the Commonwealth for local exchange access. Such disaster recovery lines shall not have access to SCATS.

b. DORMITORY

1. All Centrex lines using Centrex Dormitory Service, except message rate lines (as described below), shall incur a Dormitory Local Exchange Access charge. As of the effective date of this Contract, this charge is \$69.88 per month per trunk. This rate shall be adjusted each January 1, pursuant to Paragraph A.18 ("CPI Adjustment"). However, no annual increase shall be greater than the percentage increase, for that year, in the amount charged to the general public for exchange access.
2. Message Rate Service Areas. Prevailing Tariff usage rate will be applied in existing areas that were subject to message rate pricing as of June 1, 1990. No further Service Areas shall be made subject to this method of pricing without the written agreement of both parties. This message rate charge is in lieu of flat rate Local Exchange Access charges on message rate Centrex lines, and message rate lines shall not use trunks incurring the per trunk charge specified in A.17.b.1 above.
3. DIT shall determine the number of trunks and may increase or decrease such number from time to time at its sole discretion. Initially, the



number of trunks is based on maintaining a ratio of one trunk per 26 voice centrex lines using the Dormitory Service. However, message rate lines are not counted for this purpose.

#### A.18 CPI ADJUSTMENT

Any annual price adjustment under this Contract shall be effective as of January 1 of each year and shall be determined in accordance with the following formula:

$$\text{CPI} = \frac{\text{Current Year January Index Number}}{\text{Base Year January Index Number}} - 1$$

CPI is the percentage adjustment. Each index number in the above formula is the price index, now known as "United States Bureau of Labor Statistics Consumer Price Index - All Telephone Services", as compiled by the Federal Communications Commission.

Divide the current year's Index Number by the base year's Index Number and subtract from the result the integer one (1) to obtain the percentage price adjustment to be implemented on January 1 of the "current" year. The base year is defined as 1990 or as the year of the last price adjustment made under this Section.

Notwithstanding the above definition, should the above index no longer be available from any U.S. Government Agency, the most appropriate similar measure of telephone service price levels kept by the U.S. government shall be used in place of the above index. In the absence of any similar statistic, the above formula shall be re-defined so that CPI, for purposes of any particular Service charge adjustment, shall be equal to the percentage adjustment in the corresponding tariff charge for an equivalent service to the general public, not to exceed a 10% increase in any one year.

#### A.19 SERVICE INTERVALS

For all Service Orders received during any particular month, the average elapsed time between C&P's receipt of the authorized Service Order and C&P's delivery of the ordered Services shall not exceed the following:

New Voice Line Installations	
Lines in the Service Order	Service Interval
1-6 Lines	5 Business Days
7-12 Lines	10 Business Days
13-18 Lines	13 Business Days
19-24 Lines	16 Business Days
25 or More Lines	Individual Case Basis

In no event will any service interval exceed the following limits:

If the equipment is available in Central Office at time of order, the maximum interval shall be 180 Days. If the equipment is not available in Central Office at time of order, the maximum interval shall be 18 Months. C&P shall promptly notify DIT if the equipment for any Service Order is not available at the time such Service Order is received.

At Commonwealth's request for reservation of capacity, C&P shall reserve the requested capacity at the earliest practicable date (not to exceed the maximum service interval). Upon notification that the capacity has been established and reserved, the monthly charges set forth below shall apply until such time as the Commonwealth either orders activation of the corresponding Service or issues an order to cancel the reservation of capacity. If reservation of capacity is in effect, the service interval for activation of that particular Service shall not exceed the average intervals set forth above.

\$7.47 per month per reserved Voice Centrex line  
\$14.22 per month per reserved Voice/Data Centrex Line  
(This cost includes the \$7.47 per month per reserved Voice Centrex Line and a \$6.75 Voice/Data Equipment reservation charge)

Further monthly average service intervals are as follows:

	<u>Disconnects</u>	
All Orders		3 Business Days

All Saturday, Sunday and Holiday orders handled on an individual case basis.

#### A.20 TERMINATION LIABILITY

On June 30 of each year from 1991 through 1998, a termination charge shall be applicable if DIT as of that date has reduced the gross total of Statewide installed Basic and Dormitory Voice Centrex lines to a number that is below the then current Baseline Quantity. The Baseline Quantity for June 30, 1991, shall be 92.5% of the number of Basic and Dormitory Voice Centrex lines installed and billed to DIT as of January 1, 1991. Thereafter, the Baseline Quantity shall be 92.5% of the Basic and Dormitory Voice Centrex lines installed and billed to DIT as of June 30 of the previous year. The termination charge shall be calculated by multiplying the following amounts times the number of lines below the then current Baseline Quantity:

For June 30, 1991, 1992 and 1993, \$75.00 per Basic or Dormitory Voice Centrex line  
For June 30, 1994, 1995 and 1996, \$50.00 per Basic or Dormitory Voice Centrex line  
For June 30, 1997 and 1998, \$30.00 per Basic or Dormitory Voice Centrex line



For example, if the line count on June 30, 1992, is 45,000 lines and by June 30, 1993, this total is decreased to 41,525, then on June 30, 1993, the termination liability would be on 100 lines ( $45,000 \times 92.5\% = 41,625$ ). Actual count 41,525 ( $41,625 - 41,525 = 100 \times \$75 = \$7,500$ ).

Termination liability under this Paragraph A.20 shall no longer apply after June 30, 1998. Without limiting the foregoing, no such termination liability shall arise as a result of ordering or cancelling lines during the third renewal period, if the Commonwealth elects to exercise that renewal period under this Contract.

Any centrex line cancellation that triggers a termination charge shall incur an additional \$50 termination charge if such line is, or at any time during the calendar year of termination was, a Voice/Data Line, unless removal of such Service from such line was substantially simultaneous with activation of such Service on another line.

#### A.21 INSTALLATION AND WIRING CHARGES

##### a. Wiring From Wire Closet To Jack

1. Contractor will provide on request, Dormitory Service excepted, the extension of Centrex single line wiring and other premise wiring required for circuits furnished under this Contract beyond the wire closet up to and including the jack. If all new wire is used, the charge for this Service shall be \$47.70 (time \$43.80, materials \$3.90) per centrex line, without regard to distance extended. In addition a daily, excluding weekends and holidays, business charge of \$172.25 will be charged to cover the estimated average travel time for Centrex installations. This charge shall be adjusted effective as of each January 1, in accordance with Paragraph A.18 ("CPI Adjustment"), and, during the initial term of this Contract may be discontinued upon 90 days prior written notice. In any renewal terms, the discontinuation shall be effective as of the next January 1 following the 90-day written notice.

The charges in this subparagraph A.21(a) are the only installation charges required to provide dial tone to the on-premise RJ-11 jack for conversion of existing Centrex lines and installation of new lines and contemplates the use of standard inside wire (teflon wire excluded).

2. If the above Service is rendered by reusing existing premise wiring beyond the wire closet to and including the jack - The Contractor will reuse "JK" wire and 25 pair cables on existing and new Centrex installations by modifying the existing hard wire connecting blocks and 25 pair cables to RJ-11s for the following one-time charges:
3. Additional material charges will be applied under the time and materials tariff for jacks other than the mini-modular (RJ-11) and for other than standard inside wiring.

Single Wire Modular Conversion (USOC WZZCB)	\$23.50
25 Pair Modular Conversion (USOC WZZCC)	\$25.00
In place existing wire and jack connection	\$23.50

- b. Maintenance Of On Premise Wiring  
Upon request by the Commonwealth, on premise cable and wire maintenance Service will be provided on Centrex lines for which this Service is ordered. Such Service shall be at the rate of \$.45 per line per month. This Service will be provided subject to the following conditions:

1. All lines within the individual ordering agency location must be covered.
2. The rate per line will be subject to annual CPI adjustment in accordance with the provisions of Paragraph A.18.

#### A.22 SERVICE ORDER CHARGES

C&P shall process all Service Orders for a flat rate of \$200.00 per work day. This charge covers all Service Orders for Centrex voice lines, Centrex voice line with the Voice/Data Feature, ETS, Data services, private line and any other Service Orders issued by DIT.

DIT retains the right to cancel this billing method and, at it's sole discretion upon sixty (60) days written notice to C&P, substitute billing pursuant to the existing tariff rate for business lines. The parties remain free at all times to establish any other billing method or level of charges by mutual agreement.

#### A.23 PREMISES DEFINITION AS USED IN THIS AGREEMENT

Premises, for purposes of this Contract and any services or equipment acquired under tariff, is defined as follows: In the case of colleges, universities and hospitals, Premises means the contiguous property such as a College Campus or Hospital Complex occupied by a customer either under lease or ownership and not separated by a public thoroughfare. In all other cases, Premises means all building space occupied by the customer regardless of whether such space is partitioned by intervening floors or rooms. However, to be considered part of



the Premises, the space must be accessible from within the building by halls, stairs or elevators. In the case of shared service, Premises of participants in the sharing arrangement within a multiline connecting system area are considered also to be premises of the customer. However, notwithstanding the above, Central Office locations providing Centrex Services under this Contract shall be considered to be part of the customer Premise of any customer served by the Central Office Centrex.

#### A.24 DIGITAL FACILITY TERMINATION

- a. The Commonwealth agrees to purchase a minimum of twenty-six (26) Digital Facility Terminations ("DFT") for a minimum term of twenty-one (21) consecutive months. The initial commitment term shall be effective on October 1, 1994 and shall continue through June 30, 1996. This commitment rate for DFTs may be extended for up to three (3) additional one (1) year terms at the sole discretion of The Commonwealth by The Commonwealth executing and delivering to Bell Atlantic-VA a written request to extend sixty (60) days prior to the end of the then-current term.
- b. Within thirty (30) days of execution of Modification #6, The Commonwealth shall deliver to Bell Atlantic-VA a listing of the DFTs to be converted to this commitment rate. There are no costs of any kind to The Commonwealth for this initial conversion of DFTs charged at the regular month-to-month rate to the commitment rate.
- c. Upon termination of this DFT commitment rate, Bell Atlantic-VA shall convert all DFTs at the commitment rate to Bell Atlantic-VA's then current tariff or other current rate at no cost to The Commonwealth.
- d. The Commonwealth agrees to a minimum requirement of twenty-six (26) DFTs for each month during the commitment term. There shall be no maximum quantity of DFTs at the commitment rate.
- e. The Commonwealth, at its sole discretion, may add new DFTs at the commitment rate at any time upon notice to Bell Atlantic-VA.
- f. The Commonwealth may at any time remove one or more DFTs from the commitment rate without incurring any additional costs for doing so as long as the minimum requirement of twenty-six (26) DFTs continues to be met.

- g. If for any reason the quantity of DFTs at the commitment rate in any month falls below the minimum requirement of twenty-six (26), then;
1. the monthly costs of the DFTs remaining at the commitment rate shall remain unchanged for the duration of the term of the commitment rate or until their removal from the commitment rate by The Commonwealth, whichever occurs first;  
and,
  2. for each DFT that is removed from the commitment rate during the term of the commitment rate, Bell Atlantic-VA will invoice The Commonwealth and The Commonwealth will pay \$210 for each month that the DFT was subject to the commitment rate. The \$210 discount recapture rate is calculated by subtracting the commitment rate of \$590 from the regular month-to-month rate of \$800. For example, if a DFT is subject to the commitment rate for six (6) months and then is removed from the commitment rate by The Commonwealth, then The Commonwealth would pay to Bell Atlantic-VA 6 times \$210, or \$1260, to recapture the discount for the DFT that did not meet the commitment term.
- h. The commitment rate for each DFT which The Commonwealth commits to the minimum term as set forth in this section shall be \$590 per month.

**TERMS AND CONDITIONS FOR ACQUISITION  
OF  
TELECOMMUNICATIONS SERVICES AND EQUIPMENT**

**CONTRACT NUMBER VA-900701-C&P**

**APPENDIX B: BELL ATLANTIC CENTRAL OFFICE LOCATIONS**

APPENDIX B is hereby incorporated by reference, made an integral part of, and attached to Contract Number VA-900701-C&P, as amended, between Bell Atlantic - Virginia, Inc. "Bell Atlantic" and the Commonwealth of Virginia, Department of Information Technology ("Commonwealth"). APPENDIX B is a listing of the Bell Atlantic Central Offices which can provide Enhanced Centrex Services and C-BRI, and are CTN-PRI-capable Voice/Data Services to the Commonwealth in locations served by these Central Offices. This APPENDIX B may be changed from time-to-time by Bell Atlantic to enhance the service options at any particular location, upon provision by Bell Atlantic to the Commonwealth of an updated Appendix B. Each such updated Appendix B provided by Bell Atlantic to the Commonwealth shall replace the prior version of Appendix B; shall be incorporated by reference, made an integral part of, and attached to Contract Number VA-900701-C&P, as amended; and the service options stated therein may then be ordered under the Contract without the necessity for a formal amendment to this Contract.

CENTRAL OFFICE SERVICES		ENHANCED CENTREX	C-BRI CAPABILITY VOICE/DATA	
CENTRAL AREA OF VIRGINIA				Adjunct offices
ASHBURN	YES	YES		
ASHLAND	YES	YES		
BERRYVILLE	YES	NO		WINCHESTER
BETHIA	YES	YES		
BLUEMONT	YES	NO		LEESBURG
BOYCE	YES	NO		WINCHESTER
BROKENBURG	YES	NO		SPOTSYLVANIA
BUCKNER	YES	NO		ORANGE
CALVERTON	YES	NO		WARRINGTON
CARTERSVILLE	YES	NO		POWHATAN
CHARLES CITY	YES	NO		RANDALL AVE.
CHESDIN	YES	NO		COLONIAL HGHTS
CHESTER	YES	YES		
COGBILL RD.	YES	YES		
COLONIAL HEIGHTS	YES	YES		
CRIGLERSVILLE	YES	NO		CULPEPER
CULPEPER	YES	YES		
CUMBERLAND	YES	NO		POWHATAN



DINWIDDIE	YES	NO	COLONIAL HGHTS
FIFE	YES	NO	POWHATAN
FREDERICKSBURG	YES	YES	
GAINESBORO	YES	NO	WINCHESTER
GASKINS RD	YES	YES	
GAYTON RD	YES	YES	
GOOCHLAND	YES	NO	PATTERSON AVE.
GORDONSVILLE	YES	NO	ORANGE
GRACE	YES	YES	
GRAYSON	YES	NO	CULPEPER
HARTWOOD	YES	YES	

	ENHANCED CENTREX	C-BRI CAPABILITY VOICE/DATA
CENTRAL OFFICE SERVICES		

CENTRAL AREA OF VIRGINIA(cont'd)

Adjunct offices

HERMITAGE	YES	YES	
HILLSBORO	YES	NO	LEESBURG
HOPEWELL	YES	NO	CHESTER
HULL ST	YES	NO	TURNER RD.
HUNGARY SPRING RD	YES	YES	
LEE HILL	YES	YES	
LEESBURG	YES	YES	
LIGNUM	YES	NO	CULPEPER
LOGAN ST	YES	YES	
LOUISA	YES	NO	ORANGE
LOVETTSVILLE	YES	NO	LEESBURG
MADISON	YES	NO	CULPEPER
MANAKIN	YES	NO	PEMBERTON RD
MARSHALL	YES	NO	WARRINGTON
MCKENNEY	YES	NO	COLONIAL HGHTS
MECHANICSVILLE	YES	YES	
MIDDLEBURG	YES	NO	LEESBURG
MIDLOTHIAN	YES	YES	
MINERAL	YES	NO	ORANGE
NORTH MOUNTAIN	YES	NO	WINCHESTER
ORANGE	YES	YES	
PATTERSON AVE	YES	YES	
PEMBERTON	YES	YES	
PETERSBURG	YES	NO	COLONIAL HGHTS
POWHATAN	YES	YES	
PROVIDENCE FORGE	YES	NO	RANDALL AVE
PURCELLVILLE	YES	NO	LEESBURG
QUINTON	YES	NO	RANDALL AVE
RANDALL AVE	YES	YES	

REMINGTON	YES	NO	WARRENTON
REVA	YES	NO	CULPEPER
ROCKVILLE	YES	NO	GAYTON RD
SANDSTON	YES	YES	
SECOND AVENUE	YES	YES	
SPERRYVILLE	YES	NO	CULPEPER
SPOTSYLVANIA	YES	YES	
STEPHENS CITY	YES	YES	
STUART AVE	YES	YES	
THE PLAINS	YES	NO	WARRINGTON
TURNER RD	YES	YES	
UNIONVILLE	YES	NO	ORANGE
UPPERVILLE	YES	NO	LEESBURG
VARINA	YES	YES	
WARRENTON	YES	YES	
WATERFORD	YES	NO	LEESBURG
WAVERLY	YES	NO	COLONIAL HGHTS
WEST POINT	YES	NO	RANDALL AVE
WHITE OAK	YES	NO	COLONIAL HGHTS
WINCHESTER	YES	YES	

CENTRAL OFFICE SERVICES EASTERN AREA OF VIRGINIA		ENHANCED CENTREX	C-BRI CAPABILITY VOICE/DATA	Adjunct offices
ABERDEEN	YES	YES		
BRICKELL	YES	YES		
BUTE ST	YES	YES		
CAPE CHARLES	YES	NO		ONANCOCK
CENTERVILLE TPK	YES	NO		INDIAN RIVER
CHINCOTEAGUE	YES	NO		ONANCOCK
CHINESE CORNER	YES	NO		CHURCHLAND
CHURCHLAND	YES	YES		
DEEP CREEK	YES	NO		CHURCHLAND
DRIVER	YES	NO		CHURCHLAND
DRUMMONDS CORNER	YES	NO		CHURCHLAND
EASTVILLE	YES	NO		ONANCOCK
EXMORE	YES	NO		ONANCOCK
GRANBY	YES	NO		ROBBINS CORNER
GREAT NECK	YES	NO		VA BEACH
GUERRIERE	YES	NO		BUTE ST
HARPERSVILLE	YES	YES		
HIGH ST	YES	NO		BUTE ST
HODGES FERRY	YES	NO		CHURCHLAND
HUNTINGTON	YES	NO		ABERDEEN
INDIAN LAKES	YES	NO		INDIAN RIVER

INDIAN RIVER	YES	YES	
JEFFERSON AVE	YES	YES	
JOLLY POND	YES	NO	WILLIAMSBURG
OLD DOMINION UNIV.	YES	YES	
ONANCOCK	YES	YES	
PARKSLEY	YES	NO	ONANCOCK
PLAZA TRAIL	YES	NO	VA BEACH
QUEEN ST	YES	NO	ABERDEEN
ROBBINS CORNER	YES	YES	
SALEM RD	YES	NO	INDIAN RIVER
SEWELLS POINT	YES	YES	
SUFFOLK	YES	NO	CHURCHLAND
TANGIER ISLAND	YES	NO	ONANCOCK
TEMPERANCEVILLE	YES	NO	ONANCOCK
TOANO	YES	NO	WILLIAMSBURG
VA. BEACH (32ND ST)	YES	YES	
W. LITTLE CREEK	YES	NO	SEWELLS POINT
WHALEYVILLE	YES	NO	CHURCHLAND
WILLIAMSBURG	YES	YES	
WOODLAND	YES	YES	
YORKTOWN	YES	YES	

CENTRAL OFFICE SERVICES		ENHANCED CENTREX	C-BRI CAPABILITY	
WESTERN AREA OF VIRGINIA			VOICE/DATA	Adjunct offices
APPALACHIAN	YES		NO	BIG STONE GAP
BARKLEY	YES		YES	
BEDFORD	YES		YES	
BIG ISLAND	YES		YES	
BIG STONE GAP	YES		YES	
BLACKSBURG	YES		YES	
BONSACK	YES		NO	BARKLEY
BUCHANAN	YES		NO	LUCK AVE
CAVE SPRING	YES		YES	
CHATHAM	YES		NO	DANVILLE
CHRISTIANSBURG	YES		YES	
CHURCH ST	YES		YES	
CLEARVIEW	YES		YES	
CLINCHCO	YES		NO	NORTON
CLINTWOOD	YES		NO	NORTON
CLOVER	YES		NO	DANVILLE
COEBURN	YES		NO	NORTON
CONCORD	YES		NO	CLEARVIEW
CRAIGSVILLE	YES		NO	STUARTS DRFT



DANTE	YES	NO	LEBANON
DANVILLE	YES	YES	
DICKENSVILLE	YES	NO	LEBANON
DUBLIN	YES	YES	
FT. LEWIS	YES	NO	LUCK AVE
FRANKLIN PIKE	YES	YES	
GREENWOOD	YES	NO	STUARTS DRFT
HAYSI	YES	NO	NORTON
HONAKER	YES	NO	LEBANON
JONESVILLE	YES	NO	PENNINGTON GAP
LEBANON	YES	YES	
LEE	YES	NO	PENNINGTON GAP
LOVINGSTON	YES	NO	CHURCH ST
LUCK AVE	YES	YES	
MADISON HEIGHTS	YES	NO	CHURCH ST
MASONS COVE	YES	NO	SALEM
MONTVALE	NO	NO	LUCK AVE
NARROWS	YES	NO	PEARISBURG
NELLYSFORD	YES	NO	CHURCH ST
NEW LONDON	YES	YES	
NORTON	YES	YES	
OLD FOREST	YES	NO	CLEARVIEW
PEARISBURG	YES	YES	
PENNINGTON GAP	YES	YES	
PINEY RIVER	YES	NO	CHURCH ST
POUND	YES	NO	NORTON
PULASKI	YES	NO	RADFORD
RADFORD	YES	YES	
ROSEDALE	YES	NO	LEBANON
SALEM	YES	YES	
SHAWSVILLE	YES	NO	LUCK AVE

CENTRAL OFFICE SERVICES		ENHANCED CENTREX	C-BRI CAPABILITY VOICE/DATA	WESTERN AREA OF VIRGINIA(cont'd)	Adjunct offices
ST. CHARLES	YES	NO		PENNINGTON GAP	
ST. PAUL	YES	NO		NORTON	
STAUNTON	YES	YES			
STEWARTSVILLE	YES	YES			
STONE MOUNTAIN	YES	YES			
STUARTS DRAFT	YES	YES			
SWORDS CREEK	YES	NO		LEBANON	
TIMBERLAKE	YES	YES			
VERONA	YES	NO		STAUNTON	
WINTERGREEN	YES	NO		CHURCH ST	

WISE	YES	YES	
YELLOW BRANCH	YES	NO	TIMBERLAKE

# NORTHERN AREA OF VIRGINIA

ALEXANDRIA	YES	NO	ARLINGTON
ANNANDALE	YES	YES	
ARLINGTON	YES	YES	
BARCROFT	YES	YES	
BRADDOCK ROAD	YES	NO	MERRIFIELD
BURGUNDY	YES	YES	
CAMERON	YES	YES	
CENTREVILLE	YES	YES	
COLUMBIA PIKE	YES	NO	ARLINGTON
CRYSTAL CITY	YES	YES	
FAIRFAX	YES	NO	MERRIFIELD
FALLS CHURCH	YES	NO	ARLINGTON
FOX MILL	YES	YES 12/95	HERNDON
FRANCONIA	YES	YES	
GREAT FALLS	YES	YES 5/96	
GROVETON	YES	YES	
GUNSTON	YES	YES	
HERNDON	YES	YES	
LEWINSVILLE	YES	YES	
MERRIFIELD	YES	YES	
MOUNT VERNON	YES	NO	FRANCONIA
SPRINGFIELD	YES	NO	FRANCONIA
STERLING PARK	YES	YES	
VIENNA	YES	NO	MERRIFIELD

**TERMS AND CONDITIONS FOR ACQUISITION  
OF  
TELECOMMUNICATIONS SERVICES AND EQUIPMENT**

**CONTRACT NUMBER VA-900701-C&P**

**APPENDIX C: ETS AND PRIVATE LINE SERVICE**

Appendix C is hereby incorporated by reference, made an integral part of, and attached to Contract Number VA-900701-C&P between the Chesapeake and Potomac Telephone Company of Virginia and the Commonwealth of Virginia, Department of Information Technology.

**C.1 ELECTRONIC TANDEM SWITCHING SERVICE (ETS)**

ETS Switching Service will be provided to the Commonwealth at Arlington, Richmond, Roanoke and Norfolk at no charge other than the charges for the connecting facilities (trunks/tie lines).

a. ETS Switching Service is provided under the following conditions:

1. C&P shall establish and control the NNX's utilized for on-network access. These NNX's may or may not be the same as those used in the public network. In either case they shall be considered, for the purpose of this Contract, to be a private dialing plan used in conjunction with the Commonwealth's Private Network.
2. The Commonwealth's switching systems covered in this Contract will support all signaling protocols utilized by the Public Switched Network through the term of this Contract.
3. Standard Call Progress Tones will be provided in concert with the Public Switched Network.
4. ETS switching must utilize a private numbering plan and be interconnected with private dedicated facilities.
5. A minimum of 24 channels (or one (1) T-1) must interconnect the ETS Node at Richmond to each of the other four (4) ETS NODES at Arlington, Charlottesville, Roanoke and Norfolk. These circuits may carry Voice and/or Data including, but not limited to, packet switched data at DIT request.

b. Inter-LATA/Intra-LATA Feature Group A

Feature Group A Service is offered only in conjunction with C&P's ETS Service.



C&P provided Inter - LATA Feature Group A shall allow traffic to originate within one LATA, be switched between C&P provided ETS Nodes via the Commonwealth private line facilities network, and terminate in a distant LATA. This Service shall be billed at a usage sensitive rate only and shall not exceed a total average cost of \$0.057 per minute of usage. No additional recurring charges for trunking or any other service or facility shall apply to Inter-LATA Feature Group A. A one time installation charge of \$28.40 shall apply for each Feature Group A line installed. Feature Group A will be billed to a bulk billing number by Node.

The following rates are for Feature Group A Services to allow DIT LATAwide calling in conjunction with ETS and include all associated trunking charges.

#### CHARGES

Carrier Common Line Terminating	Per Minute of Use
Line Charge	\$.0369
Local Switching	\$.0053
Line Termination	\$.0076
Local Transport (Mileage)	Per Minute of Use
0 to 8 Miles	\$.0074
9 to 13 Miles	\$.0123
14 to 18 Miles	\$.0151
19 to 23 Miles	\$.0177
24 to 28 Miles	\$.0273
Over 28 Miles	\$.0433

Calls originating within a LATA and terminating within the same LATA will not be charged the carrier common line charge of \$.0369. Thus, the Commonwealth will receive credit for calls shown to be entitled to exclusion from this charge based on C&P provided usage data, under this Contract. Similarly, if the total average cost for usage during any month exceeds \$0.057 per minute, the excess shall be credited back to DIT in the same manner.

- c. The following software features are provided at no cost for use at ETS Nodes:

Alternate Routing  
 Authorization Codes  
 Automatic Alternate Routing  
 Automatic Route Selection (ARS)  
 Code Restriction  
 Delay Announcement for Queue Calls on Hunt Groups

Deluxe Queuing  
Dial Access to Private Facilities  
Expensive Route Warning Tone with ARS  
Facility Restriction Levels with ARS  
Manual and Time of Day Control for ARS  
Traveling Class Marks  
Uniform Call Distribution

## C.2 INTRA-LATA TRUNK CHARGES

- a. Intra-LATA Intra-Exchange Intermachine local trunks will be provided by Contractor between all ORM hosts and their respective ORMS at no additional charge.
- b. Bell Atlantic will provide Tel-Pak Service for the duration of this Contract. The Commonwealth may reduce any base capacities type to a lesser type with fewer channels. However, if the capacities are reduced DIT will not have the right to increase the capacities in the future. The monthly rate for this Service shall be as follows:

Base Capacity	# of Channels	Per Airline Mile
Type A 5500	12	\$ 23.87
Type B 5600	24	\$ 31.83
Type C 5700	60	\$ 71.92
Type D	240	\$270.00

- c. CTN Local Network Services-DS1 and DS-3 are available to the Commonwealth to provide a variety of voice, video, and data communications services. The state has existing services which will convert to these rates upon the execution of Modification 9. These existing services shall be considered new services for the purposes of determining the applicable rates under this Section. To the extent not inconsistent with this Section C.2, the terms and conditions contained in Appendix H ("CTN-FRS") shall also govern the provision of these network services. Specifically, Sections H.2 through H.4, inclusive, other than the rates for CTN-FRS, shall apply to the CTN Local Network Services through the substitution of "CTN Local Network Services" for each appearance of "CTN-FRS".

### CTN Local Network Services-DS3

	First three years <u>Monthly</u>	Years 4 & 5 <u>Monthly</u>	<u>Installation</u>
DS-3 Channel Termination, per termination	\$1,900	\$1,550	\$1,800
	<u>Fixed</u>	<u>Per Mile</u>	
DS-3 Mileage Bands	\$764.74	\$85.00	

## CTN Local Network Services-DS1

	First three years <u>Monthly</u>	Years 4 & 5 <u>Monthly</u>	<u>Installation</u>
DS-1 Channel Termination, per termination (Intrastate-217)	\$236.25	\$221	\$505.89

	<u>Fixed</u>	<u>Per Mile</u>
DS-1 Mileage Bands (Over 1 to 4 miles)	\$27.11	\$26.25
(Over 4 to 8 miles)	\$70.58	\$27.71
(Over 8 to 25 miles)	\$129.98	\$30.63
(Over 25 to 50 miles)	\$129.98	\$32.76
(Over 50 miles)	\$129.98	\$32.76

	First three years <u>Monthly</u>	Years 4 & 5 <u>Monthly</u>	<u>Installation</u>
DS-1 Channel Termination, per termination (IntraLATA-204)	\$154.69	\$146	\$513.17

	<u>Fixed</u>	<u>Per Mile</u>
DS-1 Mileage Bands (IntraLATA)	\$34.37	\$20.62

## CTN Local Data Network Services-DDS-56K

	First three years <u>Monthly</u>	Years 4 & 5 <u>Monthly</u>	<u>Installation</u>
DDS-56K Channel Termination, per termination (Intrastate 217)	\$64.25	\$60.68	\$457.63

	<u>Fixed</u>	<u>Per Mile</u>
DDS-56K Mileage Bands (Over 1 to 4 miles)	\$83.03	\$4.86
(Over 4 to 8 miles)	\$83.03	\$4.86
(Over 8 to 25 miles)	\$89.39	\$2.18
(Over 25 to 50 miles)	\$108.81	\$1.23
(Over 50 miles)	\$108.81	\$1.23

	First three years <u>Monthly</u>	Years 4 & 5 <u>Monthly</u>	<u>Installation</u>
DDS-56K Type I Channel Termination, per termination (IntraLATA-204)	\$148.75	\$141.31	\$350

	First three years <u>Monthly</u>	Years 4 & 5 <u>Monthly</u>	<u>Installation</u>
DDS-56K Type II Channel Termination, per termination (IntraLATA-204)	\$150.50	\$142.98	\$350

	<u>Per Mile</u>
DDS-56K Type II Mileage Bands (IntraLATA-204)	\$1.50



### C.3 VIRTUAL LATA WIDE CALLING

- a. This service is offered at the following rates for the initial and all renewal terms of this Contract.
- b. This Service will allow traffic to originate in C&P's franchised area within a LATA and terminate anywhere within the same LATA (LATA-wide calling).

The Commonwealth commits to pay for a total minimum usage level of 325,000 minutes per month of this Service from the date of activation until the end of the initial three-year term of this contract. If the Commonwealth renews this Service for any renewal period of this contract, the same minimum monthly usage commitment shall apply from the date of renewal until the end of such renewal period. The per minute rate for any given month shall depend upon the actual total usage in that month, as follows:

USAGE	CENTREX	NON-CENTREX
Minutes	User	User
<u>Monthly</u>	<u>Cost</u>	<u>Cost</u>
Less than 1 million	\$0.0078	\$0.0088
1M to Less than 1.5M	\$0.0068	\$0.0078
1.5M to less than 2.5M	\$0.0063	\$0.0073
2.5M up	\$0.0059	\$0.0069

- c. The per minute rate for all minutes used during the month shall be flat and shall be equal to the lowest rate earned under the above schedule. For example, a total usage of 1 million minutes would incur a total charge of \$68,000. Billing for this Service will be in standard toll tape format on magnetic tape.
- d. DIT will provide to C&P a listing of originating phone number or trunk ID's for users of this Service.

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- e. This Service will be provided commencing three (3) months after the receipt of a letter of authorization from the Director of DIT or a designated DIT Procurement Officer and a signed Service Order. If this Service is activated and later discontinued other than at the end of the initial or any renewal contract period, an early disconnect charge shall apply. This termination charge shall be \$5,000, plus twenty-seven and one-half (27.5) percent of the total savings obtained by the Commonwealth on this Service for the minutes used from the date of activation (or renewal, if later) to the date of termination. Savings for this purpose is understood to be the difference between the charges actually incurred and the charges that would have been incurred under tariff for the equivalent service during such period. Upon payment of the early disconnect charge, the Commonwealth shall have no further obligation with respect to this Service.

#### C.4 INTERLATA - INTERSTATE CALLING SERVICE

The Commonwealth will be responsible for obtaining INTERLATA and INTERSTATE Long Distance Service and shall designate the routing patterns and methods to be used for access to the Commonwealth designated carrier.

#### C.5 CENTREX ETS TIE TRUNK TERMINATIONS

- a. Centrex ETS tie trunk terminations shall be provided at a rate of \$54.00 per month per trunk termination. This rate shall be adjusted annually in accordance with Paragraph A.18 ("CPI Adjustment").
- b. For those trunks terminating in other than Arlington, Richmond, Norfolk and Roanoke ETS switches, an additional \$6.00 per month per trunk termination charge will be applied if Automatic Route Selection (ARS) is requested.
- c. All other centrex tie trunk terminations will be at a rate of 69.88 per trunk.

#### C.6 AUTOMATIC NUMBER IDENTIFICATION

- a. For those trunks terminating at an Inter Exchange Carrier (IXC) Point of Presence and originating in a Centrex Switch the following charges will be applied if Automatic Number Identification (ANI) is requested:

Per Switch per month	\$300.00
Per Trunk per month	\$2.00

- b. Upon DIT's request C&P shall provide outpulsing of the telephone number of the originating station over DIT designated trunks.

## C.7 MODEM POOLING

- a. Charges for Modem Pooling - Modem Pooling software capability is included in the basic Centrex station charge. Modems required to provide said service are listed in paragraph C.9 below.
- b. Central Office based Modem Pooling equipment that permits analog switched access line (Centrex or Business Lines) to access Voice/Data equipped Centrex lines or the C&P provided DIT Private Packet Network (described in Paragraph C.11 of this Contract) will be available in increments of four (4) ports per Centrex office as follows:

Initial 4 ports	\$400.00 per month
Subsequent 4 port addition	\$350.00 per month

The Port Equipment component of this Service shall be for a minimum commitment of 36 months. If additional periods are desired this service may be extended with the agreement of both parties regarding the rate to be charged.

Initial installation of this Service requires a letter of authorization from the Director of DIT or a designated DIT Procurement Officer as well as a Service Order.

## C.8 NON-TARIFFED DIGITAL MULTIPLEXER SERVICES

- a. C&P shall provide DIT with non-tariffed digital multiplexer Services under the following conditions:
  1. Each component ordered shall be for a thirty-six (36) month period of use. Components ordered under the Prior Agreement shall use the original date of installation and acceptance as the start date for computing the 36 month period. Components installed under this Contract shall use the date of installation and acceptance as the start date for computing the 36 month period.
  2. Termination of Service prior to the end of the 36 month period shall require payment equal to the amount of difference between months used and 36 full payment months for each component or components terminated.



3. At the completion of 36 month usage of each component or components the price shall be reduced to 23.33% of the monthly charge at time of installation and acceptance and shall continue to be provided on a month to month basis until terminated by DIT.
  4. Components may be added at the rates shown below only during the initial period of the Contract. Further components after such period shall be available only if the parties establish a new mutually agreeable rate for same.
- b. The Service is more particularly described as Intra-LATA Digital Multiplexer Service capable of connection to interLATA DS-1 digital transport facility with full DS-4 frame formatting compatibility and shall provide the following capabilities:
1. 64/32 Kbps voice and 300 Bps to 64 Kbps data rates.
  2. Full redundancy of common logic equipment and power supplies.
  3. Protocol transparent data transmission.
  4. Sub-rate synchronous and asynchronous multiplexing capabilities.
- c. Multiplexer Service is furnished on a full time basis (24 hours per day, 7 days per week) and warranted to provide an average performance of at least 99.5% error-free seconds per channel of transmission over a continuous 24 hour period. Should C&P not provide continuous performance of 99.5% according to statistics produced by DIT's monitor, credits for service interruption will be given to DIT pursuant to paragraph C.8.f and C.8.i below.
- d. The Multiplexer Service function shall be capable of deriving both 64/32 Kbps voice grade channels and 300 Bps to 64 Kbps data grade channels from each T-1 so connected. Each derived channel may be connected to a network switching arrangement or bypass the central node at the request of DIT.
- e. Monthly rates for first 36 months of usage
1. Monthly rate for Certain Preexisting Services
- Billing for all multiplexer service installed and accepted as of February 17, 1988, shall be based on derived channel costs. The above service is

defined as 412 channels (404 channels being 32Kbps Voice and 8 channels being 56 Kbps Data) derived from 14 T-1 circuits. The cost for each such channel shall be \$107.95 each per month for a total of \$44,475 per month.

2. Monthly rate for subsequent service

Multiplexer service installed and accepted after February 17, 1988, shall be billed on a per component basis as follows:

Provide 96 Channel Multiplexing Capacity	\$2,165.00
Provide 32 Channel Multiplexing Capacity	1,060.00
Provide T-1 Multiplexing Interface	345.00
Provide 32 Kbps Voice Channel	45.00
Provide V.35 Interface	50.00
Provide RS-232 Interface	50.00
Provide Special Access Management System (SAMS)	990.00

f. Credit for Service Interruption

1. A service interruption ("Service Interruption") starts when C&P receives oral or written notice of the interruption and DIT turns over the circuit to C&P for maintenance, and ends when service is restored. If the Service interruption is not corrected and service restored within 15 days, then such service interruption shall be considered an event of default and the provisions of Paragraph 17 shall apply.
2. DIT shall receive a pro rata refund credit for a Service Interruption that continues for more than one (1) hour. When computing credits, each month shall be considered to have thirty (30) days, thus, for each 24 hour period the Service is interrupted a credit of 1/30th of the monthly rate shall be given and for each hour 1/720th of the monthly rate shall be given.

3. The billing for service shall include credits for "Out of Service" conditions as defined above. The specific provision for credits set forth in this paragraph shall not be construed as negating the availability of credits in circumstances not specifically covered in this Paragraph.
4. DIT shall not receive a credit for a Service Interruption:
  - (a) Caused by DIT's use of the remote multiplexer control and monitoring service;
  - (b) Caused by a failure of the T-1 service provider;
  - (c) Caused by release of the service to C&P for scheduled maintenance and testing purposes.
  - (d) Caused by any other Carrier interfacing to C&P provided services.
- g. C&P requires notice when service or components are to be discontinued. The required notice period is ninety (90) days.
- h. Multiplexer Control and Monitoring Service - DIT shall be provided Multiplexer Control and Monitoring Service from a remote location at no additional charge. Installation of lines to the remote site and terminal equipment is not included in this Service.
- i. Service Interruptions shall be those detected by the DIT remote monitoring equipment, located in the DIT Trouble Reporting Management Center, which the parties agree shall be the standard for determining performance of provided service as warranted by C&P.
- j. Initiation of Service - Service shall be initiated by Service Order from DIT and will contain a mutually established cutover plan that maintains existing service quality and availability.

#### C.9 ANALOG TO DIGITAL CONVERSION

This Paragraph is deleted and incorporated into Appendix F.



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#### C.10 EQUIPMENT INSTALLED ON COMMONWEALTH PREMISES

This Paragraph is deleted and incorporated into Appendix F.

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#### C.11 PRIVATE DIGITAL PACKET SWITCHED NETWORK

The Inter-Office Trunk Termination component of this Service shall be for a minimum commitment of 60 months. If additional periods are desired this service may be extended with the agreement of both parties regarding the rate to be charged.

Initial installation of this Service requires a letter of authorization from the Director of DIT or a designated DIT Procurement Officer as well as a Service Order.

C&P will provide inter-office packet switched data access service to DIT for data transport over DIT provided facilities between Central Offices equipped with voice/data features. This Service will be available to DIT on an office by office basis. Access to this Private Packet Switched Network (PPSN) will be via simultaneous voice/data lines or modem pooling where available. This Service provides inter-switch connectivity in increments of 40 packets per second utilizing one 64 kilobit channel. The monthly rates for the Private Packet Switched Network are as follows:

\$3.00 per month per Voice/Data Line with access to the PPSN.

\$3.00 per month per Voice/Data Line or Analog Centrex Line with Access to the PPSN via the modem pool.

\$435.00 per month per Inter-Office Trunk Termination per Enhanced Centrex Switch equipped with Voice/Data features.

#### C.12 PROVISION OF USAGE DATA

Beginning within six (6) months after receipt of a signed service order and a letter of authorization from the Director of DIT or authorized DIT Procurement Officer, C&P will provide DIT with a combination of daily electronic SMDR data and monthly magnetic tape SMDR data.



- a. This Service will provide ETS usage and 9 level usage data from Centrex Switches on monthly tapes within seven (7) working days after the 28th day of the previous month. The electronic transfer of SMDR (SCATS ETS DATA included) from ETS Nodal Switches, selected offices equipped with the Voice/Data features and those switches providing Student Centrex Service will provide hourly/daily call collection.
- b. The cost for monthly magnetic tapes or records delivered in accordance with Paragraph D.1 containing ETS and 9 Level usage from those central offices not equipped for transfer of daily electronic SMDR data will be \$0.01 per requested SMDR record plus \$50 per tape per month.
- c. The cost for monthly electronic transferred ETS and 9 level usage as requested from those central offices not equipped for transfer of daily electronic SMDR data will be \$0.01 per requested SMDR record plus \$50.00 per Central Office. This transfer will be provided electronically from C&P's data center to DIT's designated location, based on development of compatible interfacing.
- d. The cost for daily electronic SMDR Service will be \$2,000.00 per month per requested switch for a minimum commitment of 60 months. If desired for additional periods it may be renewed with mutual agreement of both parties regarding the rate to be charged.
- e. DIT will be responsible for transport of data between switching locations and the Call Collection Terminal at 110 South 7th Street, Richmond, VA.
- f. DIT shall provide for all data transmission facilities and terminal equipment utilized in the provision of electronically transferred SMDR data.

C.13 NETWORK BANDWIDTH MANAGEMENT AND ALTERNATE ROUTING CONTROL

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#### C.14 PROVISION OF ENGINEERING DATA

The contractor will provide to DIT the same type and quality of engineering data on usage for all trunking, including, but not limited to local trunks, normally used by the Contractor for its own forecasts of trunking needs. There shall be no charge for this Service.

TERMS AND CONDITIONS FOR ACQUISITION  
OF  
TELECOMMUNICATIONS SERVICES AND EQUIPMENT  
  
CONTRACT NUMBER VA-900701-C&P

APPENDIX D: BILLING DATA

Appendix D is hereby incorporated by reference, made an integral part of, and attached to Contract Number VA-900701-C&P between the Chesapeake and Potomac Telephone Company of Virginia and the Commonwealth of Virginia, Department of Information Technology.

D.1 MONTHLY CHARGES

- a. C&P shall provide billing and usage information tapes containing all message units (including extended area calling and FGA), directory assistance, long distance tolls (including credit cards, DDD and operator assisted calls), other charges and credits, SCATS Network Usage and CSR. The charge for this Service shall be \$4,060.00 per month. All charges shall be paid by DIT upon DIT's acceptance of such information in accordance with paragraph D.4.c.

- b. DIT may elect to receive requested billing and usage data by electronic transfer between the C&P Comptroller computer and the DIT host computer. All such data shall be available no later than the 5th working day following the 28th day of the month being billed. DIT will provide the datalink for this Service.

DIT will access the Comptroller computer on a monthly basis at a mutually agreed to time between DIT and C&P. DIT will be responsible for all software and protocol conversion required for effecting access and data transfer.

Cost for this Service shall be \$500/month. This Service shall be in addition to receipt of magnetic tapes described in paragraph D.4.

Transfer will be provided electronically from C&P's Data Center to DIT's designated location, based on development of compatible interface.

- c. DIT reserves the right to discontinue the SCATS Network Usage capture portion of this Service with sixty (60) days prior notice. Termination of the SCATS portion of this Service requires a letter of authorization from the Director of DIT or a designated DIT Procurement Officer as well as a Service Order.
- d. Upon removal of the requirement for the capture of SCATS Network Usage Data from this Service the total cost for the remaining service will be \$350.00 per month.

## D.2 BILLING FORMAT AND ACCURACY

C&P shall provide to DIT monthly billing for services in both hard copy and magnetic tape format. The bill shall be submitted by the 7th working day following the 28th day of the month for the previous month's services. Billing errors and omissions may be identified by either party and a three (3) year time limit shall apply to the identification of items for correction (except for matters already accepted as correct, pursuant to Paragraph 5 of this Contract). Corrections to billing shall appear no later than the 2nd-month's bill following notification of the error. Tapes and hardcopy will contain a unique field for the exclusive use of DIT. This field will be used by DIT for grouping of all charges to the individual line, trunk or circuit.

## D.3 DATA FORMATS

Data formats utilized to transfer management information to DIT will not be changed by C&P unless mutually agreed to 120 days in advance by DIT and C&P.

## D.4 BILLING INFORMATION PROCEDURES

- a. C&P shall accumulate billing information for each month ending on the 28th day for the following services:
  1. Message units (including extended area calling and FGA);
  2. Directory assistance;
  3. Long distance tolls (including Credit Cards, DDD, virtual LATA-wide calling and Operator Assisted Calls);
  4. Other charges and credits; and
  5. CSR.  
  
C&P shall accumulate and provide a consolidated tape for all of the above identified billing information for the entire Commonwealth of Virginia network from its own Central Offices.
  6. SCATS Network Usage Data  
  
C&P shall accumulate and provide a consolidated tape for the above identified usage information for the entire Commonwealth of Virginia network from its own Central Offices.



- b. Immediately after the 28th day of each month, C&P shall convert the assembled billing and usage information from its master records onto magnetic tape (hereafter, "magnetic tapes"), in the current format provided by C&P, for ultimate submission to the Commonwealth. (C&P changes to the input format of the data on the magnetic tapes require 120 days advance written notice to DIT.) At this same time, C&P will retain, for no less than forty-five (45) days from date of creation, the master records from which the magnetic tapes are produced.

C&P shall perform tests prior to submission of the data included in the magnetic tapes to ensure;

1. That the magnetic tapes are clean and free of physical defects;
2. The information included in the magnetic tapes is presented in the correct format; and
3. That the data actually transferred to the magnetic tapes is present by ensuring that the record counts of data provided to DIT by C&P accurately represent the actual records on the magnetic tapes. Submission of tapes to DIT shall mean that the above are deemed certified by C&P.
4. If it is determined by C&P that the billing or usage information is incomplete because of missing information supplied by C&P's Central Offices or because of C&P created problems in the generation of the magnetic tapes, then C&P shall notify DIT in writing identifying the missing information and shall ensure that the missing data is included in the subsequent month's master records.
5. C&P shall also generate a duplicate copy of the magnetic tapes submitted to DIT each month and retain each as back-up until such time as DIT has completed its validation tests upon the data and accepted the data for further processing and payment.
6. The magnetic tapes and back-up documentation shall be received by DIT no later than the seventh (7th) working day following the 28th day of the month being billed. In the event this deadline cannot be met, C&P shall notify the DIT representative orally within 24 hours of learning of the impending delay and follow up in writing within 24 hours, documenting the cause of the delay, C&P's proposed course of action to correct the deficiency and the revised estimated time scheduled for delivery.

7. The back-up documentation to be delivered with the magnetic tapes includes:

- (a) A transmittal letter from C&P, identifying the number and contents of the magnetic tapes shipped to DIT, and;
- (b) A C&P-generated record count for each type of data received by DIT for independent, subsequent validation by DIT.

c. Upon receipt of the magnetic tapes, DIT shall analyze the billing information identified in D.4.a. above and perform certain validation tests on that information within ten (10) working days subsequent to the receipt of the tapes from C&P. DIT validation tests shall include a comparison of the record count generated by DIT for each type of data under analysis to that provided on the back-up documentation by C&P.

#### D.5 ACCEPTANCE AND PAYMENT

Payment for Services under this Contract shall be made pursuant to Paragraph 29 of the Contract at such time as DIT timely completes the required validation tests and accepts the billing information. DIT shall notify C&P in writing only when the billing information submitted by C&P is rejected; the reasons therefore shall be listed by DIT. If rejection is not made within 15 days of receipt of the information by DIT, then the billing information shall be deemed to be accepted.

DIT will only pay against readable records that can be identified and validated on the tapes for billing back to the using agency. In circumstances when billing information is incomplete or missing, C&P and DIT shall coordinate their efforts to identify the source of the problem, the proposed solution, and the expected time frame for the implementation of the solution. Notwithstanding the above requirements, C&P agrees to maintain the master records from which the magnetic tapes are generated for a period of no less than 45 days subsequent to the bill date.

#### D.6 AUTHORIZED CONTACTS

The parties agree that they shall each appoint by letter official contacts for the resolution of all billing information problems encountered by DIT and C&P.



TERMS AND CONDITIONS FOR ACQUISITION  
OF  
TELECOMMUNICATIONS SERVICES AND EQUIPMENT

CONTRACT NUMBER VA-900701-C&P

APPENDIX E: CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: Hubert R. Stalward  
Date: 12/19/90  
Printed Name: Hubert R. Stalward  
Organization: C&P TEL. CO. OK U4.



## AGREEMENT

This is an agreement between the Commonwealth of Virginia ("Commonwealth") and The Chesapeake and Potomac Telephone Company of Virginia ("C&P") relating to Contract VA-850430-C&P (the "Prior Agreement") as modified by Contract VA 900701-C&P (the "Contract"), executed contemporaneously with this agreement.

Pursuant to Paragraph 5 of the Contract, the parties hereby expressly agree that under the Prior Agreement, C&P inadvertently billed the Commonwealth and the Commonwealth mistakenly paid too much in connection with certain telephone services rendered to the Commonwealth. As soon as practicable, the parties shall come to agreement regarding the precise amount of the overpayment and C&P shall credit the Commonwealth for such amount against further payment due C&P under the Contract. Furthermore, it is agreed that, in further consideration of the Commonwealth signing the Contract with an effective date later than originally contemplated by the parties, C&P shall credit the Commonwealth in like manner the additional amount of \$87,000.

Except as herein expressly agreed and except as previously issued bills may have already been adjusted by mutual agreement, the parties hereby agree that the amounts previously billed correctly state all charges for all services rendered under the Prior Agreement, and to that extent, the accounts between the parties are conclusively settled.

The undersigned represent and warrant that they are fully authorized to enter into the agreement and that the parties agree to be bound by the terms and conditions of the agreement.

THE CHESAPEAKE & POTOMAC  
TELEPHONE COMPANY OF VIRGINIA

COMMONWEALTH OF VIRGINIA

By: H. R. Stallard  
Name: H. R. Stallard  
Title: President and CEO  
Date: 12/19/90

By: J. Westwood Smithers, Jr.  
Name: J. Westwood Smithers, Jr.  
Title: Director DIT  
Date: 12/19/90

C & P Telephone Company of Virginia  
Central Office Schedule for Voice Mail Service Deployment  
(As of 12/15/90)

Richmond LATA

Office	Service Date
Goochland	In Service
Manakin	In Service
Mechanicsville	In Service
Midlothian	In Service
Pemberton	In Service
Second Ave	In Service
Crossings	In Service
Logan Street	In Service
Grace Street	1st Qtr/91
Hermitage	4th Qtr/91
Stuart	3rd Qtr/91
Turner Road	3rd Qtr/91
Hull Street	3rd Qtr/91
Petersburg	4th Qtr/91
Patterson	3rd Qtr/91
Bethia	4th Qtr/91
Colonial Heights	4th Qtr/91
Chester	4th Qtr/91
Gaskins	4th Qtr/91
Hungary Spring	3rd Qtr/91
Randall	3rd Qtr/91
Sandston	3rd Qtr/91

C & P Telephone Company of Virginia

Central Office Schedule for Voice Mail Service Deployment  
(As of 12/15/90)

Norfolk LATA

Office	Service Date
Churchland	In Service
Harpersville	In Service
Salem Road	In Service
Va. Beach 32nd St.	In Service
Woodland Road	In Service
Aberdeen Road	In Service
Centerville Tpke	In Service
Indian River Road	In Service
Bute Street	1st Qtr/91
Robbins Corner	2nd Qtr/91
Sewells Pt.	2nd Qtr/91
Brickell Road	2nd Qtr/91
Plaza Trail	2nd Qtr/91
Granby St.	2nd Qtr/91
Chinese Corner	3rd Qtr/92
Great Neck Road	3rd Qtr/92
Indian Lakes	3rd Qtr/92
Deep Creek	2nd Qtr/92
High Street	3rd Qtr/91
Hodges Ferry	1st Qtr/92
Nettles Drive	4th Qtr/91
Onancock	4th Qtr/91
Suffolk	3rd Qtr/91
W. Little Crk.	3rd Qtr/91
Williamsburg	4th Qtr/91
Yorktown	3rd Qtr/91



C & P Telephone Company of Virginia

Central Office Schedule for Voice Mail Service Deployment  
(As of 12/15/90)

Northern Virginia LATA

Office	Service Date
Arlington	In Service
Barcroft	In Service
Braddock Road	In Service
Columbia Pike	In Service
Herndon	In Service
Alexandria	In Service
Fairfax	In Service
Lewinsville	In Service
Sterling Park	In Service
Groveton	In Service
Mount Vernon	In Service
Vienna	In Service
Burgundy Road	In Service
Falls Church	In Service
Fox Mill Road	In Service
Franconia	In Service
Lewinsville	In Service
Springfield	In Service
Annandale	In Service
Crystal City	In Service
Merrifield	2nd Qtr/91
Centreville	3rd Qtr/91
Great Falls	3rd Qtr/91

C & P Telephone Company of Virginia

Central Office Schedule for Voice Mail Service Deployment  
(As of 12/15/90)

Roanoke LATA

Office	Service Date
Barkley	3rd Qtr/91
Buchanan	3rd Qtr/91
Cave Spring	3rd Qtr/91
Cove Road	3rd Qtr/91
Fort Lewis	3rd Qtr/91
Luck	3rd Qtr/91
Radford	2nd Qtr/92
Shawsville	2nd Qtr/92
Stewartsville	2nd Qtr/92
Bedford	2nd Qtr/91
Pulaski	2nd Qtr/91
Staunton	2nd Qtr/91
Verona	2nd Qtr/91
Stone Mountain	2nd Qtr/91
Garden City	2nd Qtr/91
Bonsack	At Cut
Bent Mountain	2nd Qtr/91
Montvale	2nd Qtr/91
Cave Spring	At Cut

C & P Telephone Company of Virginia

Central Office Schedule for Voice Mail Service Deployment  
(As of 12/15/90)

Lynchburg LATA

Office	Service Date
Church	3rd Qtr/91
Clearview	3rd Qtr/91
Danville	3rd Qtr/91
Franklin	3rd Qtr/91
Madison Heights	3rd Qtr/91
Concord	3rd Qtr/91
Old Forest Road	3rd Qtr/91
Ringgold	3rd Qtr/91
Westover	3rd Qtr/91



C & P Telephone Company of Virginia

Central Office Schedule for Voice Mail Service Deployment  
(As of 12/15/90)

Culpeper LATA

Office	Service Date
Culpeper	3rd Qtr/91
Criglersville	3rd Qtr/91
Grayson RSM	3rd Qtr/91
Lignum ORM	3rd Qtr/91
Madison RSM	3rd Qtr/91
Reva ORM	3rd Qtr/91
Sperryville RSM	3rd Qtr/91
Fredericksburg DSO	3rd Qtr/91
Leesburg DSO	3rd Qtr/91
Hillsboro RSM	3rd Qtr/91
Lovettsville RSM	3rd Qtr/91
Ashburn RSM	3rd Qtr/91
Middleburg RSM	3rd Qtr/91
Waterford RSM	3rd Qtr/91
Lee Hill DSO	4th Qtr/91
Orange DSO	4th Qtr/91
Gordonsville RSM	4th Qtr/91
Unionville RSM	4th Qtr/91
Spotsylvania DSO	4th Qtr/91
Winchester CGO	3rd Qtr/91

**TERMS AND CONDITIONS FOR ACQUISITION  
OF  
TELECOMMUNICATIONS SERVICES AND EQUIPMENT**

**CONTRACT VA-900701-C&P**

**APPENDIX F: NETWORK BANDWIDTH MANAGEMENT SERVICE**

Appendix F is hereby incorporated by reference, made an integral part of, and attached to Contract Number VA-900701-C&P between the Chesapeake and Potomac Telephone Company of Virginia and the Commonwealth of Virginia, Department of Information Technology.

**F.1 SERVICE DESCRIPTION**

a. Standard Bandwidth Management Service (BMS)

This service provides for Bandwidth Management Service (BMS) at C&P Telephone Company Central Offices and COV-designated location(s). COV-designated location(s) include but are not limited to COV premises and COV host hot site locations. When installed within the C&P franchise area, this service and all of its components shall be located on the network side of the C&P rate demarcation point. Bandwidth Managers will provide various aggregate interfaces to transport facilities, digital switches and physical data interfaces to a variety of data communications equipment and/or data terminal equipment.

Many of the components of this service are common to various configurations and options. These component parts are identified wherever needed for clarity, but appear only once in the section identifying rates.

Bandwidth Managers installed in C&P central offices will be provisioned using 48VDC Central Office battery. Installations on COV-designated location(s) will be provisioned using 120VAC power and may be optioned for backup power upon mutual agreement between DIT & C&P.

Bandwidth Management Service provides data communications services through application cards installed in universal slots provided for in one of the arrangements identified below.

The basic components of this service are provisioned as "Nodes", Multiplexers, or Channel banks with stated options. The Bandwidth Manager Node may be provisioned in one of the following basic physical configurations:

### **1. SMALL NODE**

A single shelf providing eight (8) universal application slots with redundant power.

This configuration does not provide the capability for common control logic redundancy.

### **2. LARGE NODE**

A dual shelf providing sixteen (16) universal application slots with redundant power and double bandwidth.

This configuration includes common control logic redundancy.

The provisioning options available for the Bandwidth Manager Nodes are:

### **3. T1 AGGREGATES:**

#### **a) SINGLE T1**

This card provides for the input and/or output of a single DS1 signal. It may be optioned for connection to a DSX<sub>1</sub> typically found in a telecommunications central office, or an external or internal CSU for interfacing a copper cable facility.

The DS1 signal provided by this card supports B8ZS line coding and Extended Superframe format. The coding schemes selected affect the provisioning of network management functions and must be coordinated with C&P during the provisioning cycle.

#### **b) DUAL T1**

This card provides for the input and/or output of two (2) DS1 signals. This unit interfaces to a DSX<sub>1</sub> or external CSU.

The DS1 signal provided by this card supports B8ZS line coding and Extended Superframe format. The coding schemes selected affect the provisioning of network management functions and must be coordinated with C&P during the provisioning cycle.



c) **LINE INTERFACE MODULE**

This module is used with SINGLE T1 or DUAL T1 cards to provide DS1 interface to an external CSU or a DSX-1 electrical interface.

d) **CSU MODULE**

This module is used with SINGLE T1 or DUAL T1 cards to provide DS1 interface to copper based T1 line.

**4. DIRECT CONNECT CARDS:**

a) **RS232 DIRECT CONNECT CARD**

This card provides up to six (6) RS232 interfaces for direct connections to a modem or similar data communications device. Each input requires a 64KBPS time slot on the T1 aggregate without interface to optional subrate multiplexing capabilities. Bandwidth Manager subrate multiplexing can be provisioned using a high density scheme or the DDS format housed on a separate Digital Signal Processing (DSP) card.

b) **V.35 DIRECT CONNECT CARD**

This card provides up to six (6) V.35 interfaces for direct connections to a modem or similar data communications device. Each input requires a 64KBPS time slot on the T1 aggregate.

**5. DNIC/DTU DATA INTERFACE:**

a) **DNIC CARD**

The DNIC card provides twelve (12) data inputs/outputs from a variety of 2600 Series Data Termination Units (DTUs) as described below. Each input requires a 64KBPS time slot on the T1 aggregate without interface to an optional DNIC Processing Module (DPM2) or an external Digital Signal Processing (DSP3) card to provide subrate multiplexing capability. This card provides for efficient concentration of lower bit rate data interfaces saving universal application slots and reducing node cable congestion. This card is intended to interface with collocated DTUs or DTUs within the same building and is not intended to interface with outside cable facilities leaving that building.

b) DPM2 MODULE

The DPM2 Module is installed on the DNIC card and provides two (2) digital signal processor circuits for subrate multiplexing, digital multidrop bridging, and DDS subrate multiplexing. Each processor can accommodate twelve (12) branch channels and four (4) aggregate channels.

c) DATA TERMINATION UNITS

The following DTUs interface with collocated DNIC cards installed in the Bandwidth Manager. These units are not intended to interface with DNIC cards via outside cable facilities leaving a building.

(1) 2601 DTU

The 2601 DTU provides for the connection of two (2) RS232 data devices and interfaces with a collocated DNIC card.

(2) 2603 DTU

The 2603 DTU provides for the connection of two (2) V.35 data devices and interfaces with a collocated DNIC card.

**6. 2B1Q LINE CARD/DTU DATA INTERFACE**

a) 2B1Q CARD

The 2B1Q card is similar in function to the DNIC card described above and provides six (6) data inputs/outputs from the 2700 series Data Termination Units. Each input requires a 64KBPS time slot on the T1 aggregate without interface to an optional DNIC Processing Module (DPM2) or an external Digital Signal Processing (DSP3) card to provide subrate multiplexing capability. This card provides for efficient concentration of lower bit rate data interfaces saving universal application slots and reducing node cable congestion. This card may interface with collocated 2700 Series DTUs and does provide adequate protection to allow interface with 2700 Series DTUs via outside cable facilities (including Telecommunications central office facilities) or customer premise wiring.

b) DPM2 MODULE

The DPM2 Module is installed on the 2B1Q line card and provides two (2) digital signal processor circuits for subrate multiplexing, digital multidrop bridging, and DDS subrate multiplexing. Each processor can accommodate twelve (12) branch channels and four (4) aggregate channels.

c) 2701 DTU

The 2701 DTU provides for the connection of two (2) RS232 data devices and interfaces with either a collocated 2B1Q line card or one within the 2B1Q distance limitation for the specific cable being utilized. The 2701 DTU shall meet the performance standards specified in Subsection C.2 .

d) 2703 DTU

The 2703 DTU provides for the connection of two (2) V.35 data devices and interfaces with either a collocated 2B1Q line card or one within the 2B1Q distance limitation for the specific cable being utilized. The 2703 DTU shall meet the performance standards specified in Subsection F.3.b.

**7. DATA TERMINATING UNIT RACK MOUNT SHELF**

The DTU Rack Mount Shelf provides AC power connections and mounting space for twelve (12) DTU's.

**8. BANDWIDTH MANAGER RESOURCES**

a) DSP-3 Card

This card provides processing resources for; PCM Bridging, DDS Access, DDS Bridging, and subrate multiplexing.

The DSP-3 Card may be ordered equipped with or without a module that provides for four (4) additional DSP circuits. Each DSP circuit can accommodate up to twelve (12) branch channels and four (4) aggregate channels, but is application specific.



b) DSP-4 Card

This card provides six (6) DSP circuits that are used to perform subrate switching.

The G3 Fax Module allows a DSP-4 Card to provide High Capacity Voice capability that supports G3 Fax signals.

c) DCP Card

This card augments built in CPSS routing facilities and provides additional high speed, CPSS routing for up to thirty-one (31) channels.

## 9. ANCILLARY MULTIPLEXER SERVICES

This section details a family of multiplexer services that provide smaller increments of multiplexing capacity than the larger "nodes" identified above. These units are intended for installation in C&P central offices or Commonwealth premises. When installed within the C&P franchise area, these services shall be located on the network side of the C&P rate demarcation point.

The DNIC modules identified below provide a two wire interface with a collocated 2600 DTU with restrictions as identified above. The RS232, V.35, and OCUâDP modules interface with a variety of collocated data communications equipment.

The aggregate interfaces identified below are assumed to be either a direct connect module or a DTU connected to a DNIC card of a higher order device. Care must be used to coordinate the rate adaptation schemes used.

- a) The 3630 Primary Rate Multiplexer Service capability provides the multiplexing capacity for sixteen (16) interface modules into two (2) T1 aggregate interfaces with primary rate bypass, line protection switching and circuit redundancy switching. The T1 aggregate is equipped with CSU Modules for connection to copper cable and can be equipped with a LIM Module for connection to fiber optic transport.

The DS1 signal provided by this card supports B8ZS line coding and Extended Superframe format. The coding schemes selected affect the provisioning of network management functions and must be coordinated with C&P during the provisioning cycle.



This arrangement may be equipped with a DDS Module for DDS DSO-A rate adaptation of data channels connected via direct connect modules or DTU's. This unit is used in lieu of OCU Modules.

This arrangement accommodates the following data interface modules (Numbers in (#) indicate number of interfaces available):

- DNIC Module (1)
- RS232 Direct Connect Module (2)
- V.35 Direct Connect Module (1)
- OCUāDP Digital Data Module (1)

- b) The 3624 Channel Bank Service capability provides the multiplexing capacity for twelve (12) interface modules into one (1) T1 aggregate. The T1 aggregate is equipped with CSU Modules for connection to copper cables or a LIM Module for connection to fiber optic transport.

The DS1 signal provided by this card supports B8ZS line coding and Extended Superframe format. The coding schemes selected affect the provisioning of network management functions and must be coordinated with C&P during the provisioning cycle.

This arrangement may be equipped with a DDS feature module that provides rate adaptation for circuits requiring Digital Data Service data formats below 56KBPS.

This arrangement accommodates the following interface modules (Numbers in (#) indicate number of interfaces available):

- DNIC Module (1)
- RS232 Direct Connect Module (2)
- V.35 Direct Connect Module (1)
- OCUāDP Digital Data Module (1)

- c) The 3612 Narrowband Multiplexer Service capability provides the multiplexing capacity for twelve (12) channel modules into four (4) V.35 aggregates.

The four (4) V.35 aggregates provide a DTE V.35 compatible interface for connection to DCE interface devices at up to 64 KBPS.

This arrangement accommodates the following interface modules (Numbers in (#) indicate number of interfaces available):

DNIC Module (1)  
RS232 Direct Connect Module (2)

This arrangement may be equipped with CPSS Resource Module which provides up to four (4) CPSS lines per system.

- d) The 3606 Single Aggregate Multiplexer Service capability provides the multiplexing capacity for one V.35 aggregate with four (4) RS232 interface ports and an optional module that provides:

2 - additional RS232 ports, or  
1 - DNIC Module

- e) Ancillary Multiplex Service Data Interface Modules

- (1) DNIC Module

This module provides a single 2-wire interface to a 2600 series DTU.

- (2) RS232 Direct Connect Module

This module provides two (2) RS232 DCE interfaces to most common synchronous and asynchronous DTE devices.

- (3) V.35 Direct Connect Module

This module provides a single V.35 DCE compatible interface to most common synchronous DTE devices.

- (4) Office Channel Unit (OCU) Module

This module provides two (2) interface circuits to connect to CSU/DSU's over 4-wire premise loops at up to 1700 feet. This unit provides DSO-A rate adaptation independently of DDS Module.

- b. Analog to Digital Conversion Service

C&P will provide analog to digital conversion service (ADS) on lines selected by DIT and associated with the BMS provided in C&P Central offices. This service provides mounting space and power for a variety of conversion service equipment provided by C&P Telephone or leased from the Department of Information Technology (DIT).

Maintenance and installation rates for these items are specified in the rate section below.

## **F.2. RATES AND CHARGES**

### **a. Standard BMS Configuration Rates**

This subsection specifies the rates and charges for each component of the BMS. The monthly charge for each BMS component will be an applicable service charge (Tier A) based on the service term for the component plus the maintenance charge (Tier B) for that component. DIT may, at its sole discretion, elect not to subscribe to or not to continue subscribing to "Tier B" services for any BMS component that is either located at a hot site or held as a spare by DIT. At DIT's sole discretion, it may extend any BMS component beyond its initial period not to exceed six (6) years beyond the initial implementation (e.g., a node installed during the initial implementation with a term of three years may be extended by an additional three years). Upon mutual agreement between DIT and C&P, any BMS component may be extended on a month-to-month basis beyond the six year period. The monthly charge for any component that is extended beyond its initial term will be the maintenance charge (Tier B) only.

The monthly charges that apply for this Service both for the initial and subsequent orders are specified in Attachment A. The charges specified in Attachment A apply to all orders placed within four (4) years of the initial signing of this contract modification.

### **b. Termination Liability**

If DIT terminates any component prior to the expiration of its term for reasons other than nonperformance as specified in Subsection F.3, DIT shall be liable for the present value (using a 6% discount rate) of monthly Tier A charge times the number of months remaining in the term. Maintenance charges shall not be included in the calculation of termination liability.

### **c. Incremental Configuration Rates/Installation Charges**

Any BMS component ordered after the initial order shall have the same rates and charges specified in subsection F.2.a above. Circuit connection and test activity for the initial configuration shall have a non-recurring charge of \$96/circuit. Subsequent circuit connection and test activity shall have a non-recurring charge of \$113/circuit. Any order that requires an expedited (72 hours from the delivery of the order to C&P) delivery of a BMS component(s) will incur a one time charge of \$200 per order.



d. Analog to Digital Conversion Service (ADS)

1. Paradyne Compatible Services Provided by C&P

C&P agrees to provision the AT&T Paradyne product line as specified in Attachment B. The rates shown in Attachment B do not include installation and maintenance which is specified at the end of this section.

In connection with ADS provided above, C&P will upgrade any product or service, subject to availability, on a time and material basis. This policy shall apply to all "personality" and feature cards that can be used in conjunction with ADS

Rates and charges for both initial and subsequent C&P provided ADS in the Central Office are specified in Attachment B. The charges specified in Attachment B apply to all orders placed within four (4) years of the initial signing of this contract modification. The monthly charge for each C&P provided ADS component will be an applicable service charge (Tier A) based on the service term for the component plus the maintenance charge (Tier B) for that component. AT DIT's sole discretion, it may extend any C&P provided ADS component beyond its initial term for a term not to exceed six (6) years beyond the initial implementation. Upon mutual agreement between DIT and C&P, any C&P provided ADS component may be extended on a month to month basis beyond the six year period. The monthly charge for any component that is extended beyond its initial term will be the maintenance charge (Tier B) only. If DIT unilaterally terminates any C&P provided ADS component prior to the expiration of its term for reasons other than nonperformance as specified in Subsection F.3, DIT shall be liable for the monthly service charge (Tier A) times the number of months remaining in the term.

Monthly maintenance for multiple mounting hardware shall be charged at a rate of \$100.00 per month per mounting unit. This rate includes all initial installation charges. There shall be a one year minimum term for all mounting hardware maintenance.

Monthly maintenance for the modem or DSU/CSU hardware in the central office shall be charged at a rate of \$25.00 per month per item. This rate includes all initial installation charges. There shall be no termination liability for monthly maintenance for the modem or DSU/CSU hardware in the central office.

## 2. Lease Back Of DIT Equipment

In connection with the Analog to Digital Conversion Services (ADS) provided above, DIT will provide modem/DSUs and mountings for the purpose of placing them on C&P premises. C&P will then "lease back" this equipment as ADS.

C&P shall lease all equipment from DIT for \$1.00 per month per item.

C&P shall charge DIT monthly maintenance for the multiple mounting hardware of leased back equipment at a rate of \$100.00 per month per rack. This rate includes all initial installation charges. There shall be a one year minimum term for all mounting hardware maintenance.

C&P shall charge DIT monthly maintenance for leased back modems or DSU/CSUs at a rate of \$25.00 per month per item. This rate includes all initial installation charges. There shall be no term commitment or termination liability.

### e. Rate Stabilization

Unless otherwise stated, all rates and charges associated with services stated above shall not change during the term of this contract

### f. DIT Data Center Move / BMS (DCM-BMS)

C&P shall provide, on a one time basis, BMS (nodes and other components) to the Commonwealth of Virginia (COV) for the purpose of facilitating the proposed move of the DIT Data Center from the Richmond Plaza Building to the new 900 East Main Street location. Implementation of DCM-BMS shall require a separate authorized Service Order as stipulated in Section F.5.a. The installation intervals for DCM-BMS shall not exceed those intervals described in Section F.4.a.

The connection of DIT CPE to DCM-BMS at the 900 East Main Street location shall be performed on a time and materials basis not to exceed \$2,500. There shall be no charges for non-tariffed services associated with the installation of DCM-BMS components, for the connection of the DCM-BMS to the Grace Street BMS node or for the subsequent reconfiguration(s) of the Grace St. BMS node(s) as required to execute the move of the DIT Data Center.



Rates and charges for DCM-BMS initial components shall include C&P-provided maintenance and sparing services and shall be those rates specified in Attachment A modified as follows:

Tier A	Tier B
Minus 27%	Same

Rates and charges for DCM-BMS components subsequent to the initial order shall be identical to those rates specified in Attachment A.

Once the move has been accomplished, C&P will issue a billing record change which will assign the initial configuration of standard BMS equipment located at the 110 South 7th Street location, equal to the initial configuration amount of DCM-BMS equipment ordered for the 900 East Main Street location, as DCM-BMS. All equipment then located at the 900 East Main Street location will be billed as standard BMS. Once the move has been accomplished, DIT shall have the right, at any time, to drop the Tier B charges for DCM-BMS components held as spares by DIT.

At DIT's discretion, DCM-BMS equipment may be relocated to designated Commonwealth of Virginia Hot Site(s). DIT shall have the right to separate the DCM-BMS service between one or more Hot Sites (e.g., IBM, UNISYS). Rates and charges for DCM-BMS components at the Hot Site(s) shall be as specified in the preceding paragraphs of this subsection.

For DCM-BMS equipment located outside of C&P's franchised area, pick up and delivery of failed DCM-BMS equipment to C&P will be the responsibility of DIT. Tier B charges will not apply. C&P will provide repair and/or replace failed DCM-BMS equipment on a time and material basis. For DCM-BMS equipment located within C&P of Virginia's franchised area, DIT may, at its sole discretion, elect to subscribe to Tier B services.

### F.3. PERFORMANCE SPECIFICATIONS

- a. C&P shall provide an average mean-time-to-repair (MTTR) of four (4) hours or less (including any travel/response time) for all BMS components (node and channel-related) Monday-Saturday, 7AM-7PM, except holidays, measured over any twelve (12) month period. C&P shall provide DIT with a monthly BMS Trouble Ticket, MTTR report on the 10th day of each month beginning the first month after the initial implementation. This report shall include, at minimum, a summary of the BMS component-level trouble tickets and MTTR for the previous month as well as a 12 month rolling average for the previous twelve months for all installed BMS. The formula for average MTTR shall be as follows: Total Trouble Time During Covered



Periods/Total Trouble Tickets. The total trouble ticket count shall not include those tickets where C&P reports either "CPE" or "no trouble found." If C&P fails to meet the BMS performance specifications, DIT may terminate all BMS components and associated ADS without penalty at anytime following the period of the failure. Failure to immediately execute this right in no way represents DIT's waiver of this right. If and when DIT elects to execute this right, it shall provide C&P with sixty (60) days notice that it will terminate BMS/ADS. If the service is terminated for non-performance, C&P will support the DIT de-installation/conversion in a timely and efficient manner and at no charge for all non-tariffed services. The mean-time-to-repair for all components shall not require DIT to provision maintenance spares. However, DIT must pay "Tier B" maintenance charges, as specified in Attachment A, for each component for which the above performance specification shall apply. The Mean-time-to-repair for equipment on COV-designated location(s) shall be dependent upon C&P's ability to gain immediate access to those premises. C&P shall use best efforts to meet the performance specifications described in this paragraph during the hours not covered herein. The BMS shall be considered non-compliant with the above performance specifications and therefore all ADS/BMS components shall be subject to the termination provisions specified above if C&P fails to provide the required monthly report for two or more consecutive months. A monthly report that is late, incomplete, materially inaccurate, shall not be considered compliant with this section's reporting requirement.

- b. C&P warrants the 2B1Q cards/2700 series DTUs to meet the requirements as specified by the CCITT with regard to transmission characteristics. To the extent that the 2B1Q cards/2700 series DTUs do not meet the CCITT transmission criteria or do not provide transmission quality equal to or better than DIT's current CSU configuration, C&P will refund all amounts paid for the cards/DTUs and release DIT from any corresponding termination liability.
- c. Node availability shall be 99.7% or greater Monday-Saturday, 7AM-7PM, except holidays, measured over any twelve (12) month period. A node is unavailable when more than 30% of its individual active channels are unavailable. A channel is unavailable when the transmission quality of the channel drops below a bit error rate of  $1 \times 10^{-9}$  as measured over a 1 hour period or there is no capability to transmit and receive data over the channel. C&P shall provide DIT with a node availability report on the 10th day of each month beginning the first month after the initial implementation. This report shall include, at minimum, a summary of the node-level trouble tickets and node availability for the previous month as well as a 12 month rolling average for the previous twelve months for all installed nodes. If C&P fails to meet the node availability performance specification, DIT may terminate all BMS components and

associated ADS without penalty at anytime following the period of the failure. Failure to immediately execute this right in no way represents DIT's waiver of this right. If and when DIT elects to execute this right, it shall provide C&P with sixty (60) days notice that it will terminate BMS/ADS. If the service is terminated for non-performance, C&P will support the DIT de-installation/conversion in a timely and efficient manner and at no charge for all non-tariffed services. C&P shall use best efforts to meet the performance specifications described in this paragraph during the hours not covered herein. A node shall be considered non-compliant with the above performance specifications and therefore all ADS/BMS components shall be subject to the termination provisions specified above if C&P fails to provide the required monthly report for two or more consecutive months. A monthly report that is late, incomplete, or materially inaccurate shall not be considered compliant with this section's reporting requirement.

- d. C&P shall provide an average mean-time-to-repair (MTTR) of four (4) hours or less (including any travel/response time) for the analog-to-digital conversion service Monday-Saturday, 7AM-7PM, except holidays, measured over any twelve (12) month period. C&P shall provide DIT with a monthly ADS Trouble Ticket & MTTR report on the 10th day of each month beginning the first month after the initial implementation. This report shall include, at minimum, a summary of the ADS trouble tickets and MTTR for the previous month as well as a 12 month rolling average for the previous twelve months for all installed ADS. The formula for average MTTR shall be as follows:  
$$\text{Total Trouble Time During Covered Periods} / \text{Total Trouble Tickets}$$

The total trouble ticket count shall not include those tickets where C&P reports either "CPE" or "no trouble found." If C&P fails to meet the ADS MTTR performance specification, DIT may terminate all BMS components and associated ADS without penalty at anytime following the period of the failure. Failure to immediately execute this right in no way represents DIT's waiver of this right. If and when DIT elects to execute this right, it shall provide C&P with sixty (60) days notice that it will terminate BMS/ADS. If the service is terminated for non-performance, C&P will support the DIT de-installation/conversion in a timely and efficient manner and at no charge for all non-tariffed services. The MTTR for this service shall be dependent upon DIT provisioning of appropriate spares. The exact quantities and locations of these spares shall be determined at the time of the initial order and must be jointly agreed to by both DIT and C&P. C&P shall use best efforts to meet the performance specifications described in this paragraph during the hours not covered herein. ADS shall be considered non-compliant with the above performance specifications and therefore all ADS/BMS components shall be subject to the termination provisions specified above if C&P fails to provide the required monthly report for two or more consecutive months. A monthly report that is late,



incomplete, or materially inaccurate shall not be considered compliant with this section's reporting requirement.

- e. Chronic interruption(s) of any individual COV circuit (due to BMS/ADS problems) shall not exceed 3 outages of 15 minutes or more within a calendar month. If more than 10% of the average number of circuits experience chronic outages during two consecutive calendar months, then C&P shall have failed to meet the chronic interruption performance specification. C&P shall provide DIT with a monthly chronic interruption report on the 10th day of each month beginning the first month after the initial implementation. This report shall include, at minimum, a summary of the chronic interruptions for the previous month for all installed circuits. If C&P fails to meet the chronic interruption performance specification, DIT may terminate all BMS components and associated ADS without penalty at anytime following the period of the failure. Failure to immediately execute this right in no way represents DIT's waiver of this right. If and when DIT elects to execute this right, it shall provide C&P with sixty (60) days notice that it will terminate BMS/ADS. If the service is terminated for non-performance, C&P will support the DIT de-installation/conversion in a timely and efficient manner and at no charge for all non-tariffed services. BMS/ADS shall be considered non-compliant with the above performance specifications and therefore all BMS/ADS components shall be subject to the termination provisions specified above if C&P fails to provide the required monthly report for two or more consecutive months. A monthly report that is late, incomplete, or materially inaccurate shall not be considered compliant with this section's reporting requirement.
- f. C&P shall not be responsible for meeting any of the above performance specifications for those BMS/ADS components that are not covered by Tier B charges.
- g. DIT in no way waives its right to validate the accuracy and validity of the C&P provided performance reports under the provision of Section 12 (Access for Contract Performance Evaluations) and other relevant sections of the master contract.
- h. C&P shall not be held responsible for failing to meet any of the above performance specifications when the failure is due to a loss of power to the BMS components on Commonwealth of Virginia premises.
- i. The measurement of any of the above performance specifications may be suspended, by mutual agreement, at any time for the purpose of performing major maintenance, reconfigurations and upgrades. Any such suspension must be authorized, in writing, by DIT and C&P. The written authorization shall specify the period of the suspension.



This period may not be extended without written authorization by C&P and DIT. C&P shall calculate all of the performance reports, specified above, without any periods of authorized suspension (e.g., Total Time = 300 hrs, authorized outages = 12 hours, unauthorized outages = 10 hours then availability =  $(300-12-10) / (300-12) = 97\%$ ).

#### **F.4 IMPLEMENTATION PLAN**

##### **a. General**

The initial implementation shall consist of two phases. Phase 1: C&P shall install a fully operational BMS network (including analog-to-digital conversion service) Phase 2: C&P shall manage the cutover of existing circuits to the new network. Phase 1 shall be completed within (5) months from receipt of an order for the initial multiplexer network configuration. Phase 2 shall be completed, within 30 business days after Phase 1, as described in subsection F.4.b, F.4.c below. This interval may be extended by mutual agreement when requested, in writing, by the DIT Implementation manager. The initial service order will contain the circuit ID, originating and terminating location for each existing circuit that will be implemented in conjunction with the BMS. The initial order will also include the specific multiplexing configuration that DIT requires for each circuit. C&P shall provide all required design and engineering support required to assist DIT in the development of specific multiplexer configurations for both the initial and subsequent BMS orders.

C&P shall appoint a dedicated project manager and an implementation team upon receipt of the order for the initial multiplexer network. C&P shall provide the name(s), telephone number(s), and beeper number(s) of the C&P project manager and his/her assistant(s).

No installation of tail circuits and/or inside wiring is required during the initial installation of the BMS network unless DIT requests a modification to an existing circuit or the installation of a new circuit. Other than those charges specified in subsection F.2.c, there shall be no other C&P charges for the implementation of the BMS unless C&P is requested to perform services not specified herein.

##### **b. End-to-end Responsibilities**

Following the submission of the initial order, C&P shall be responsible for all activities, required to implement and test the initial network configuration. DIT will provide C&P with all required multiple mounting units within 90 days of submitting the initial order. DIT will provide C&P with individual modems/CSUs at

least 5 days prior to the scheduled implementation date of each individual circuit. DIT will assist C&P where necessary with items such as building/office access; however, C&P shall seek to minimize DIT's involvement in this phase of the project. Prior to completion of the first phase, DIT and C&P will jointly develop a conversion schedule for actual DIT circuits, C&P will have primary responsibility for developing the schedule and DIT will provide input and approval. This schedule shall specify, at a minimum, the date that each circuit will be cutover along with the date that the BMS/ADS components of each circuit will be available for pre-cutover testing by the DIT Data Center staff. During the conversion of actual circuits, C&P will be responsible for providing a network implementation project team, capable of converting all of the circuits in the initial configuration within 30 working days after the completion of phase I and subject to any authorized modifications as specified in Subsection F.4.a. The C&P project team shall be responsible for the physical conversion, under DIT's supervision, of each circuit. C&P's physical conversion responsibilities include, but are not limited to, the reconfiguration of remote modem timing options, the re-termination of existing circuits on to the central office ADS and the relocation and connection of cables to the BMS components in the DIT computer center. The DIT project team shall be responsible for coordinating activities at the DIT data center, supervising the C&P implementation team, and customer contact/notification.

c. Service Billing

C&P will commence the service term and billing for the entire network including all BMS components and the analog-to-digital conversion service upon cutover of 100% of the DIT circuits that comprise the initial configuration. If for whatever reason, C&P can not meet the initial implementation schedule specified in Subsection F.4.b above, then C&P may reschedule any circuits that it fails to cutover on a given date. However, the rescheduling of circuits may not, without prior written approval by the DIT implementation manager, cause the number of circuits to be implemented on any given date to vary by more than 20% from the initial schedule. For example: if 10 circuits are scheduled to be implemented on a given date, no more than two additional circuits (total of 12) may be implemented.

If for any reason DIT requests that an upcoming circuit installation be rescheduled, within the initial thirty day period, then C&P may commence billing when all of the originally scheduled circuits have been implemented. If DIT requests the rescheduling of a circuit(s) after the initial thirty day period, then C&P may commence billing upon completion of those circuits scheduled and/or rescheduled for completion within the initial thirty day period. C&P must allow any



DIT rescheduled circuit to be implemented on any date requested by DIT as long as that date does not cause C&P to exceed the 20% daily variance limitation as specified in the preceding paragraph and is not a weekend or holiday.

**EXAMPLES:**

- (1) An original schedule for the initial thirty day period is established.
  - (a) DIT requests that the original schedule be adjusted but as a result no rescheduled circuit is scheduled for implementation outside of the initial thirty day period (subject to the 20% daily variance limit). In other words, an adjusted thirty day schedule is created.
  - (b) C&P may commence billing when **all** circuits for the adjusted thirty day schedule have been implemented.
- (2) An original schedule for the initial thirty day period is established.
  - (a) DIT requested that the schedule be adjusted. The adjustments require that some circuits be rescheduled during the initial thirty day period (subject to the 20% daily variance limit) and that some be rescheduled outside of the initial thirty day period (i.e., an adjusted thirty day schedule and a delayed circuit schedule now exist).
  - (b) C&P may commence billing when **all** circuits that are in the adjusted thirty day schedule have been implemented. The delayed circuit schedule will have no impact on when the initial billing begins.

d. Training and Documentation

1. C&P shall provide DIT with two (2) sets of BMS documentation without charge before implementation of the service begins.
2. C&P shall provide network management training for four (4) DIT staff prior to implementation of the service at no cost for tuition, books or materials. DIT shall be responsible for all travel, hotel and per diem costs for those DIT staff attending the training. The time and date of this training shall be



established by C&P. C&P shall provide DIT with at least 15 working days notice of the time, date and location of the training

## F.5 SERVICE ORDERING AND PROVISIONING

- a. Initial installation of this Service requires a letter of authorization from the Director of DIT as well as an authorized Service Order. Service additions to existing sites also requires an authorized service order.
- b. The implementation plan for the initial configuration is set forth in Subsection F.4. Installation intervals for orders received after the initial configuration are set forth below. All intervals are measured from the date that C&P receives an authorized service order and on the availability of any other equipment that requires provisioning by DIT (e.g., BMS/ADS Components). All orders shall explicitly state the disaster recovery site, if any, to which a circuit should be mapped.

### Subrate Channels (Ckts)\*

### Tail Circuit Installation Interval

1-5  
5-10  
>10

10 business days  
15 business days  
Individual Case Basis

### Add/Upgrade Node/Multiplexer or Channel Bank

8 weeks

### Add ADS Mounting Unit (Modem/CSU Multiple Mounting Unit)

C&P-Provided Mounting Unit	6 weeks
DIT-Provided Mounting Unit	3 weeks

- \* Includes BMS (physical installation at all COV-designated locations and C&P premises and software mapping) and analog-to-digital conversion service. Analog-to-digital service installation intervals involving DIT leased back equipment is dependent on DIT providing C&P with the required modems/CSUs within 5 days of submitting the order and on the prior provisioning of sufficient multiple mounting units. All C&P provided ADS components shall be implemented within the stated interval. BMS intervals are dependent on the availability of Node capacity and upon the availability of channel component capacity to which DIT has subscribed, in advance, to meet growth requirements.

- c. Failure to meet the above shall entitle DIT to an installation credit equal to the total monthly charge for all of the BMS/ADS components to be installed divided by 22 and multiplied by the number of business days the installation has been delayed.

## **F.6 DISASTER RECOVERY**

- a. C&P will appoint a contingency and recovery coordinator who shall be responsible for assisting DIT with all aspects of planning, coordinating, rehearsing and implementing the BMS portion of DIT's contingency and recovery plan(s). DIT will designate and provide C&P with a primary and an alternate contingency and recovery coordinator. C&P shall be responsible for the software configuration management of all COV BMS nodes (including hot sites). C&P shall not be responsible for the hardware components of any BMS node not covered by Tier-B charges or for the provision of inter-LATA facilities required to manage or operate the COV BMS nodes. All such service will be provided/provisioned by the COV.
- b. C&P shall provide routine assistance to DIT in the development and testing of DIT contingency and recovery plans at no charge. C&P will establish all contingency and recovery software mapping in the BMS nodes at no charge and agrees to change the complete mapping up to four (4) times per year without charge. Mapping changes of more than four (4) times per year will be provided at \$500 per configuration change for each set of 500 lines affected. Miscellaneous system software changes associated with network moves, adds and changes will be made at no charge. All BMS disaster recovery reroutes will be successful 99% of the time as measured over a 12 month period. The disaster recovery reroutes shall be calculated as: Successful Circuit Reroutes/Attempted Circuit Reroutes. A reroute is considered successful if it correctly reroutes after the first issuance of the appropriate reroute command.
- c. During an actual DIT emergency, C&P agrees to implement a DIT designated "disaster configuration" within one (1) hour after having been given four (4) hours standby notice from the primary or alternate DIT contingency and recovery coordinator.
- d. C&P and DIT will jointly develop an official disaster recovery procedure prior to the first circuit being implemented on BMS. This procedure will contain, at minimum, name(s), telephone number(s), and beeper number(s) of all DIT and C&P staff that have responsibility for the BMS network and DIT disaster recovery.
- e. C&P shall provide, at no additional charge, the capability to switch all of the high capacity facilities, associated with the BMS network (e.g., T1s), that serve COV data centers to designated IXC or C&P



high capacity facilities. This switching shall occur in conjunction with either a disaster recovery test as specified in Subsection F.6.b above, or an actual emergency as specified in number Subsection F.6.c above.

- f. If C&P can not meet all of the disaster recovery provisions specified in this subsection, then DIT may at its sole discretion, deem the BMS to be unsuitable for DIT's application. If BMS is deemed unsuitable during the first attempt to execute the above provisions, C&P shall have three working days to resolve the failures. If after three working days C&P cannot satisfactorily resolve the failure(s), C&P will refund all amounts paid for BMS/ADS service and release DIT from any corresponding termination liability. If it is deemed unsuitable subsequent to the initial attempt to execute any of the above provisions, C&P shall have one working day to resolve the failure(s). If after one working day C&P cannot resolve satisfactorily the failure(s), DIT may terminate the service without liability consistent with the previously specified termination provisions for non-performance (subsection F.3). C&P shall not be liable for any disaster recovery provision that it fails to meet due to a BMS hardware failure at a DIT hot site where the BMS hardware is not provisioned with Tier B services or due to the failure of IXC services.

## **F.7 NETWORK MANAGEMENT**

Network management will be performed by C&P, through the Network Control Center in the Richmond Special Service Center, utilizing a 4602 Network Management Workstation (First Workstation) leased by DIT at the rates specified in Attachment A.. Network management will be performed from 8AM-5PM Monday through Friday, except holidays. Out of hours troubles will be reported to the Centralized Repair Bureau and referred to the appropriate maintenance group for service restoral.

The C&P Network Control Center will monitor and respond to alarms during normal hours and address out of hours failures according to the severity of the failure. The following basic network maintenance functions will be performed:

- programming for the universal application slots;
- bandwidth allocation;
- automatic reconnect of aggregate link, specific circuit, or circuit group on failure detection;
- controlling system diagnostics;
- monitoring and testing circuits;
- monitoring system alarms

DIT may order and C&P shall install a second network management workstation on DIT's premises for the purposes of monitoring operations



of the BMS network. DIT shall have the capability to view and print all data collected in the system.

DIT shall provide and maintain network management capabilities for the equipment associated with the ADS. C&P shall assist DIT with this function by performing, under DIT's direction only, as specified in Section I, Exhibit 2 (attached) tasks such as modem swapping, address setting, and other diagnostic procedures.

## **F.8 ESCALATION PROCEDURES**

C&P shall escalate BMS/ADS troubles based on the following parameters

<u>Condition</u>	<u>Contact</u>
Initial Trouble	C&P Network Control Center
Outage > 2 Hrs	Service Manager
Outage > 4 Hrs	Director of Maintenance
Outage > 8 Hrs	C&P's Vice President of Operations

C&P shall furnish DIT on an ongoing basis, the names, phone numbers and beeper number of the respective C&P contacts.

## **F.9 BMS AND ADS EQUIPMENT SUPPORT**

### **a. General**

This subsection sets forth the terms and conditions under which C&P will support the service providing equipment (SPE) provided by either C&P or DIT to support BMS and/or ADS in designated C&P Central Offices and at the DIT Data Center.

### **b. Responsibilities**

#### **1. SPE and C&P Central Offices (COs)**

The C&P COs included in the initial BMS design are listed in Exhibit 1 (attached). C&P and DIT agree that BMS may be added to additional C&P COs and circuits may be added as COV's requirements change.

DIT shall have the right to modify the quantities and type of SPE in each C&P COs, provided that the equipment can be installed in accordance with accepted industry standards. For future services not covered in Subsection F.2 (Rates and Charges), DIT and C&P shall negotiate mutually agreeable rates, charges, terms and conditions that are consistent with this contract modification.

## 2. Statement of Work

A Statement of Work setting forth the responsibilities of C&P and DIT as they pertain to this subsection is attached hereto as Exhibit 2. This Statement of Work may be amended from time-to-time by written agreement between C&P and DIT. Amended statements of work shall be incorporated, by reference, into this contract modification. Statements of work may be amended by mutual agreement between the C&P Service Manager and an authorized DIT agent. This agent shall be appointed at the time that this contract modification is approved.

## 3. Undertaking

- a) C&P will provide floor space and equipment racks in each C&P CO in which C&P will install SPE leased from DIT. All C&P COs shall have an environmentally controlled atmosphere consisting of air conditioning, heat, and operating power. C&P will provide operating power, fire protection or other protection.
- b) DIT will arrange for inside delivery of each unit of COV-provided master modem/DSUs to the C&P COs in accordance with procedures contained in the Statement of Work. C&P will prepare for shipment and arrange for delivery to DIT of malfunctioning master modems/DSUs.
- c) In accordance with the procedures contained in the Statement of Work, C&P will arrange for inside delivery and installation in the C&P COs of SPE equipment ordered by COV in accordance with Subsection F.5.
- d) C&P is responsible for initial installation and testing of all SPE in accordance with the terms and conditions herein including the Statement of Work. C&P is responsible to provide and install all cables and connectors which connect COV SPE (BMS and ADS) within a C&P CO. It shall install those cables which connect SPE BMS to existing equipment configurations located at the DIT Data Center in Richmond, and at other COV Data Center sites where applicable (e.g., attach to the BMS node cables that were installed up to the BMS cabinet by DIT).

The following cables and connectors will be provided, at a minimum, by C&P:

1) At each C&P COs:

All 25-pair connectorized cables for connection of each master modem/DSU shelf to the BMS equipment.

The diagnostic cable that connects each master modem/DSU multiple mounting unit to the BMS equipment.

All RS-232 and V.35 cables that connect each master modem/DSU port to the BMS equipment.

- e) C&P will provide installation and maintenance support services as described in the Statement of Work.(Exhibit 2, Attached)
- f) C&P will hold COV-provided SPE in bailment for use only for the purposes contemplated herein.
- g) C&P will assist DIT in evaluating alternative master modem/DSU equipment for possible future inclusion in the ADS.
- h) DIT shall perform those activities identified as COV Responsibilities in the Statement of Work.(Exhibit 2, Attached)
- i) COV shall cooperate fully with C&P in C&P's provision of support services as identified herein.
- j) COV appoints C&P as its agent for the purpose of contacting COV's employees, agents, contractors and/or other third parties as C&P deems appropriate for the operation of SPE. C&P's responsibility includes disaster recovery in combination with COV as specified in Subsection F.

4. Term and Termination

- a) The term and termination conditions applicable to this subsection are set forth in Subsection F.2.
- b) The rights and duties of Subsection F.9.b.5., "Warranty and Liability", of this subsection shall survive the termination of this contract.



5. Warranty and Liability

- a) C&P warrants that its undertakings hereunder shall be performed in a professional and good-workmanlike manner and in accordance with this Subsection F.9.
- b) C&P shall be liable for damages to equipment leased from the COV to the extent such damage is caused solely by the negligence or intentional acts of C&P, its agents or employees; provided, however, that in the event the COV equipment, while in the possession and control of C&P, is either lost or so damaged as to make repair impracticable as the result of C&P's negligence or intentional acts or omissions, the maximum liability of C&P for said COV equipment shall not exceed the replacement value of the COV equipment, or, in the event said COV equipment is repairable, the costs to repair damage thereto.

6. Title

The parties agree that equipment leased to C&P by the COV will be made available hereunder as a bailment and that title to the COV equipment will remain with COV or COV's lessor and that C&P shall have no right, title or interest therein. C&P will keep such COV equipment free and clear of all liens, security interests and encumbrances. Both parties agree not to move COV equipment that has been leased to C&P to any other location without COV's prior written consent, nor to make alteration in or affix attachments to the COV equipment. All additions, deletions, moves and changes must be authorized by a written service order.

7. C&P Provided SPE

- a) COV understands and agrees that this subsection is not intended to and shall not be deemed to grant COV any property rights in any C&P provided SPE. C&P provided SPE shall remain the property of C&P, and COV shall not have title therein. C&P will investigate trouble reports and repair or replace, at its option, C&P provided SPE that fails to meet manufacturer's published operating specifications. C&P provided SPE shall not be moved in or from the location(s) specified in the order form or delivered to any other location without C&P's prior written consent. COV agrees not to sell, loan, lease, borrow, appoint, pledge or mortgage C&P provided SPE. COV shall neither alter C&P provided SPE nor make attachments thereto. COV shall cooperate and authorize C&P to make any

Uniform Commercial Code filings C&P deems appropriate to protect its interest in C&P provided SPE.

- b) C&P, its agents, contractors and other third parties shall have the exclusive right to perform installation and maintenance on C&P provided SPE. C&P warrants that the production/manufacture, use, lease or sale of such C&P provided SPE delivered hereunder will be free from any third party claims of infringement of any United States or foreign Patent(s) or other proprietary rights.

8. Assignment

COV reserves the right to assign its rights under this Subsection.

**EXHIBIT 1  
TO  
APPENDIX F  
CONTRACT VA-900701-C&P**

The C&P COs in which COV SPE is to be initially installed:

<u>Name</u>	<u>Address</u>
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Grace Street	7th & Grace St. Richmond, VA 23219
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**EXHIBIT 2  
TO  
APPENDIX F  
CONTRACT VA-900701-C&P**

**STATEMENT OF WORK**

The following Statement of Work describes the responsibilities of C&P and COV as they pertain to Subsection F.9.

**I. Service Providing Equipment (SPE) Maintenance**

**A. BMS**

**1. C&P Responsibilities**

C&P will, with third party vendor support when necessary, investigate trouble reports and repair or replace, at its option, BMS components that fail to meet manufacturer's published operating specifications. This responsibility extends to all COV-designated locations. Except at hot site locations, C&P shall maintain sufficient spare components to insure that the BMS service continues to meet the specified performance objectives following the failure of a BMS component(s).

**2. COV Responsibilities**

COV will be responsible for providing access to the BMS and ADS equipment located on COV-designated location(s) so that C&P may perform its responsibilities. Access shall be made available after normal business hours, on weekends and on holidays in order that C&P may gain access to operate and maintain, as it deems necessary, C&P SPE located at COV-designated locations.

**B. Master Modems/DSUs (COV-Provided)**

**1. C&P Responsibilities**

C&P will perform maintenance on the master modems/DSUs only at the direction of the COV Trouble Reporting Management Center(s) (e.g., TRMC, Supreme Court). The following is the extent of C&P's responsibilities:

- a. C&P will perform first level diagnostics, including pushing modem reset buttons and checking status lights.

- b. C&P will replace defective master modems/DSUs with spares provided by COV and install, configure and test the spare.
- c. C&P will prepare for shipment and arrange for delivery to COV defective master modems/DSUs which will be delivered to DIT personnel at the DIT Data Center in Richmond.
- d. C&P will deal only with COV on master modem/DSU maintenance issues.

## 2. COV Responsibilities

- a. COV will pay for all maintenance on the COV-provided master modems/DSUs.
- b. COV will exercise full management control of the third party master modem/DSU vendor contracted by COV to provide and maintain the master modems/DSUs.
- c. COV will pay all costs associated with COV-provided master modem/DSU shipping to and from C&P COs.
- d. Within twenty-four (24) hours of notification by C&P that a master modem/DSU is defective, COV will arrange for pickup of the defective unit at the appropriate C&P CO.
- e. COV will provide spare modems/DSUs at all C&P COs.
- f. The COV will send back to C&P COs a non-defective master modem/DSU, provided by COV.

## C. Remote Modems/DSUs Located at COV Sites

- 1. COV will have full responsibility for all maintenance requirements associated with remote modems/DSUs located at COV agencies and institutions for the purpose of providing connectivity to the BMS network.
- 2. C&P will have no maintenance responsibilities for the modems/DSUs located at COV agencies and institutions.

## II. Billing/Inventory Detail

C&P shall prepare a monthly invoice for all SPE which is on-site at each C&P CO and on-site at COV locations. The invoice shall indicate the type and quantity of each BMS/ADS component charged. C&P shall also prepare and maintain a complete inventory of all SPE

which is on-site at each C&P CO and on-site at COV locations. The inventory shall include a summary of the installed and available capacity of all SPE (e.g., Node slots available, multiple mounting unit slots available, etc.). C&P shall propose the exact format of the inventory which must subsequently be approved by DIT prior to the first invoice date. The invoice shall be organized by location (e.g., Grace St.).

III. Documentation

- A. COV shall provide to C&P two (2) copies of all operation and technical manuals for all COV-provided master modems to be installed in any C&P CO.
- B. COV shall provide C&P with any necessary agency authorization required for C&P to fulfill its obligations as set forth in this subsection.



ATTACHMENT A  
TO  
APPENDIX F  
CONTRACT VA-900701-C&P

BMS RATES AND CHARGES

		MONTHLY RATES	
		TIER A	TIER B
BANDWIDTH MANAGER SHELF ARRANGEMENTS			
SMALL NODE SINGLE SHELF DOUBLE BANDWIDTH	1 YEAR	2548.00	195.00
	2 YEAR	1408.00	
	3 YEAR	1029.00	
	4 YEAR	842.00	
LARGE NODE DUAL SHELF DOUBLE BANDWIDTH REDUNDANT COMMON CONTROL	1 YEAR	4065.00	328.00
	2 YEAR	2246.00	
	3 YEAR	1643.00	
	4 YEAR	1343.00	
SMALL TO LARGE NODE UPGRADE	1 YEAR	2776.00	243.00
	2 YEAR	1534.00	
	3 YEAR	1122.00	
	4 YEAR	917.00	

T1 AGGREGATES

SINGLE T1 CARD E/W CSU FOR COPPER INTERFACE LIM FOR DSX-1/EXTERNAL CSU	1 YEAR	224.00	17.00
	2 YEAR	124.00	
	3 YEAR	91.00	
	4 YEAR	74.00	
DUAL T1 CARD E/W CSU FOR COPPER INTERFACE LIM FOR DSX-1/EXTERNAL CSU	1 YEAR	296.00	23.00
	2 YEAR	163.00	
	3 YEAR	119.00	
	4 YEAR	98.00	
LINE INTERFACE MODULE FOR DSX-1/EXTERNAL CSU INTERFACE USED WITH SINGLE OR DUAL T1 CARD	1 YEAR	37.00	3.00
	2 YEAR	20.00	
	3 YEAR	15.00	
	4 YEAR	12.00	
CSU MODULE FOR COPPER INTERFACE USED WITH SINGLE OR DUAL T1 CARD	1 YEAR	115.00	9.00
	2 YEAR	63.00	
	3 YEAR	46.00	
	4 YEAR	38.00	

MONTHLY RATES  
TIER A      TIER B

NETWORK MANAGER WORKSTATION

FIRST WORKSTATION	1 YEAR	4591.00	584.00
	2 YEAR	2537.00	
	3 YEAR	1855.00	
	4 YEAR	1517.00	
SECOND WORKSTATION	1 YEAR	4378.00	465.00
	2 YEAR	2419.00	
	3 YEAR	1769.00	
	4 YEAR	1447.00	

DIRECT CONNECT CARDS

RS232 DIRECT CONNECT CARD	1 YEAR	457.00	35.00
	2 YEAR	252.00	
	3 YEAR	185.00	
	4 YEAR	151.00	
V.35 DIRECT CONNECT CARD	1 YEAR	539.00	41.00
	2 YEAR	298.00	
	3 YEAR	218.00	
	4 YEAR	178.00	

LINE CARDS AND RESOURCES

DNIC CARD (12 CIRCUIT CAPACITY) MAY BE EQUIPPED WITH DPM-2 MODULE	1 YEAR	903.00	69.00
	2 YEAR	499.00	
	3 YEAR	265.00	
	4 YEAR	298.00	
2B1Q CARD (6 CIRCUIT CAPACITY) MAY BE EQUIPPED WITH DPM-2 MODULE	1 YEAR	620.00	48.00
	2 YEAR	342.00	
	3 YEAR	250.00	
	4 YEAR	205.00	
DPM-2 MODULE PROVIDES DSP CIRCUITS FOR DNIC AND 2B1Q CARDS	1 YEAR	219.00	17.00
	2 YEAR	121.00	
	3 YEAR	89.00	
	4 YEAR	72.00	

DTU SHELF AND DTU'S

DTU SHELF (12 DTU CAPACITY)	1 YEAR	176.00	14.00
	2 YEAR	97.00	
	3 YEAR	71.00	
	4 YEAR	58.00	

MONTHLY RATES  
TIER A      TIER B

DTU SHELF AND DTU'S CONTINUED

2601 DTU (2 - RS232 INTERFACES)	1 YEAR	68.00	5.00
	2 YEAR	37.00	
	3 YEAR	27.00	
	4 YEAR	22.00	
2603 DTU (2 - V.35 INTERFACES)	1 YEAR	110.00	8.00
	2 YEAR	61.00	
	3 YEAR	44.00	
	4 YEAR	36.00	
2701 DTU (2 - RS232 INTERFACES)	1 YEAR	266.00	20.00
	2 YEAR	147.00	
	3 YEAR	108.00	
	4 YEAR	88.00	
2703 DTU (2 - V.35 INTERFACES)	1 YEAR	266.00	20.00
	2 YEAR	147.00	
	3 YEAR	108.00	
	4 YEAR	88.00	

RESOURCE CARDS

DCP CARD	1 YEAR	520.00	40.00
	2 YEAR	287.00	
	3 YEAR	210.00	
	4 YEAR	172.00	
DSP-3 CARD (6 DSP CIRCUITS)	1 YEAR	383.00	29.00
	2 YEAR	212.00	
	3 YEAR	155.00	
	4 YEAR	127.00	
DSP-3 CARD (2 DSP CIRCUITS) MAY BE EQUIPPED WITH 4-DSP MODULE	1 YEAR	161.00	12.00
	2 YEAR	89.00	
	3 YEAR	65.00	
	4 YEAR	53.00	
4-DSP MODULE (PROVIDES 4 ADDITIONAL DSP CIRCUITS FOR DSP-3 CARD WITH 2 DSP CIRCUITS)	1 YEAR	232.00	18.00
	2 YEAR	128.00	
	3 YEAR	94.00	
	4 YEAR	77.00	



MONTHLY RATES  
TIER A      TIER B

RESOURCE CARDS CONTINUED

DSP-4 CARD	1 YEAR	464.00	36.00
(USED TO PROVIDE SUBRATE	2 YEAR	256.00	
SWITCHING) MAY BE EQUIPPED	3 YEAR	187.00	
WITH G3 FAX MODULE	4 YEAR	153.00	
G3 FAX MODULE	1 YEAR	356.00	27.00
INSTALLED ON DSP-4 CARD TO	2 YEAR	197.00	
PROVIDE FAX SERVICES	3 YEAR	144.00	
	4 YEAR	118.00	

ANCILLARY MULTIPLEX SERVICES

3630 PRIMARY RATE MULTIPLEXER	1 YEAR	1234.00	95.00
-48 VDC POWERED	2 YEAR	682.00	
	3 YEAR	499.00	
	4 YEAR	408.00	
3630 PRIMARY RATE MULTIPLEXER	1 YEAR	1089.00	84.00
120 VAC POWERED	2 YEAR	602.00	
	3 YEAR	440.00	
	4 YEAR	360.00	
3624 CHANNEL BANK MULTIPLEXER	1 YEAR	1128.00	87.00
-48 VDC POWERED	2 YEAR	623.00	
	3 YEAR	456.00	
	4 YEAR	373.00	
3624 CHANNEL BANK MULTIPLEXER	1 YEAR	963.00	74.00
120 VAC POWERED	2 YEAR	532.00	
	3 YEAR	389.00	
	4 YEAR	318.00	
3612 NARROWBAND MULTIPLEXER	1 YEAR	570.00	44.00
REQUIRES AGGREGATE MODULE	2 YEAR	315.00	
MAXIMUM 4, 120 VAC POWERED	3 YEAR	231.00	
	4 YEAR	188.00	
3612 AGGREGATE MODULE	1 YEAR	154.00	12.00
FOR USE WITH 3612 UNIT	2 YEAR	85.00	
	3 YEAR	62.00	
	4 YEAR	51.00	
3606 SINGLE AGGREGATE MULTIPLEXER	1 YEAR	346.00	27.00
120 VAC POWERED	2 YEAR	191.00	
	3 YEAR	140.00	
	4 YEAR	114.00	

MONTHLY RATES  
TIER A      TIER B

ANCILLARY MULTIPLEX SERVICE RESOURCE MODULES

DNIC MODULE	1 YEAR	139.00	11.00
1 INTERFACE TO 2600 DTU	2 YEAR	77.00	
	3 YEAR	56.00	
	4 YEAR	46.00	
RS232 DIRECT CONNECT MODULE SINGLE	1 YEAR	164.00	13.00
2 INTERFACES	2 YEAR	90.00	
	3 YEAR	66.00	
	4 YEAR	54.00	
V.35 DIRECT CONNECT MODULE	1 YEAR	192.00	15.00
SIX PACK, 1 INTERFACE	2 YEAR	106.00	
	3 YEAR	78.00	
	4 YEAR	64.00	
OCU-DP MODULE	1 YEAR	151.00	12.00
2 INTERFACES	2 YEAR	83.00	
	3 YEAR	61.00	
	4 YEAR	50.00	
CU-DP MODULE SIX PACK	1 YEAR	670.00	59.00
	2 YEAR	370.00	
	3 YEAR	271.00	
	4 YEAR	221.00	
DDS MODULE	1 YEAR	97.00	7.00
USED TO PROVIDE DDS RATE	2 YEAR	53.00	
ADAPTION WHEN INTERFACED	3 YEAR	39.00	
TO DTU OR DCM	4 YEAR	32.00	
CPSS MODULE	1 YEAR	69.00	5.00
FOR USE WITH 3612 TO	2 YEAR	38.00	
PROVIDE CPSS	3 YEAR	28.00	
	4 YEAR	23.00	

DOCUMENTATION

3600 BANDWIDTH MANAGER	300.00
3630 PRIMARY RATE MULTIPLEXER	180.00
3624 CHANNEL BANK	144.00
3612 PREMISED BASED NARROWBAND MULTIPLEXER	120.00
3606 PREMISE MULTIPLEXER	96.00

**ATTACHMENT B  
TO  
APPENDIX F  
CONTRACT VA-900701-C&P**

**C&P-PROVIDED ADS  
RATES AND CHARGES**

		MONTHLY RATES	
		TIER A	TIER B
<b>PARADYNE PRODUCTS</b>			
4400 MULTIPLE MODEM MOUNTING	1 YEAR	341.00	100.00
	2 YEAR	188.00	
	3 YEAR	138.00	
	4 YEAR	113.00	
2400 PP/MP MODEM	1 YEAR	132.00	25.00
	2 YEAR	73.00	
	3 YEAR	53.00	
	4 YEAR	44.00	
4800 PP/MP MODEM	1 YEAR	195.00	25.00
	2 YEAR	107.00	
	3 YEAR	79.00	
	4 YEAR	64.00	
9600 PP/MP MODEM	1 YEAR	261.00	25.00
	2 YEAR	144.00	
	3 YEAR	105.00	
	4 YEAR	86.00	
9600 TM MODEM	1 YEAR	261.00	25.00
	2 YEAR	144.00	
	3 YEAR	105.00	
	4 YEAR	86.00	
14.4 PP MODEM	1 YEAR	370.00	25.00
	2 YEAR	205.00	
	3 YEAR	150.00	
	4 YEAR	122.00	
14.4 TM MODEM	1 YEAR	261.00	25.00
	2 YEAR	144.00	
	3 YEAR	105.00	
	4 YEAR	86.00	



MONTHLY RATES  
TIER A      TIER B

PARADYNE PRODUCTS CONTINUED

19.2 PP MODEM	1 YEAR	556.00	25.00
	2 YEAR	307.00	
	3 YEAR	225.00	
	4 YEAR	184.00	
19.2 TM MODEM	1 YEAR	463.00	25.00
	2 YEAR	256.00	
	3 YEAR	187.00	
	4 YEAR	153.00	
3000 MULTIPLE DSU MOUNTING	1 YEAR	257.00	100.00
	2 YEAR	142.00	
	3 YEAR	104.00	
	4 YEAR	85.00	
3610 STANDALONE DSU	1 YEAR	254.00	25.00
	2 YEAR	141.00	
	3 YEAR	103.00	
	4 YEAR	84.00	
3611 MULTI-MOUNT DSU	1 YEAR	262.00	25.00
	2 YEAR	145.00	
	3 YEAR	103.00	
	4 YEAR	86.00	

**TERMS AND CONDITIONS FOR ACQUISITION  
OF  
TELECOMMUNICATIONS SERVICES AND EQUIPMENT**

**CONTRACT VA-900701-C&P**

**APPENDIX G: DISASTER RECOVERY SERVICES**

**FOR  
VIRGINIA COMMONWEALTH UNIVERSITY  
AND  
MEDICAL COLLEGE OF VIRGINIA**

Appendix G is hereby incorporated by reference, made an integral part of, and attached to Contract Number VA-900701-C&P between the Chesapeake and Potomac Telephone Company of Virginia and the Commonwealth of Virginia, Department of Information Technology.

The provisioning of the services contained in this Appendix G and associated pricing and performance terms and conditions are in support of VCU/MCV local telephone and communications requirements through the state's Centrex environment and are intended to provide VCU/MCV with increased reliability and disaster recovery capabilities.

The Terms and Conditions contained in this Appendix G are applicable only to VCU/MCV and do not change the Terms and Conditions contained elsewhere in the Referenced Contract, nor do they relieve VCU/MCV from compliance with the Terms and Conditions contained elsewhere in the Contract.

Services under this Appendix G shall be effective for the period July 1, 1993 through June 30, 1998, provided VCU/MCV continues to receive services under the Contract..

**G.1 SERVING CENTRAL OFFICE**

C&P shall establish a separate Central Office Centrex serving VCU/MCV only

- a. Call Screening shall be provided on all lines serving VCU/MCV at no charge to VCU/MCV.
- b. Upon notification from VCU/MCV, 828 exchange shall be established exclusively for the use of VCU/MCV at no cost to VCU/MCV.

- c. Intercept arrangements during the conversion to the 828 exchange will be as follows:

For numbers requiring Old Number/New Number Intercept;

1. The monthly charge for each number intercepted shall be \$2.25 per month.
2. The normal \$24.50 set up fee for each line intercepted shall be waived during the conversion.

For numbers retaining the last four digits/using 828 Intercept;

1. This intercept will be provided at no cost to the University.
2. C&P shall have the right, after 90 days, to remove the intercept and re-use the old numbers for other State users on lines not deemed to be critical or published.

## G.2 ALTERNATE CENTRAL OFFICE

- a. C&P shall provide Alternate Central Office Service from the Randall Avenue Central Office by December, 1993.
- b. C&P shall provide Centrex Service for Disaster Recovery from this Office at the following Cost:

Line Rates and enhanced services as stated in Appendix A.

LOCAL EXCHANGE ACCESS CHARGE as stated in Appendix A, Paragraph A.17.

FX Charges for the first 300 lines, no charge. All lines above a quantity of 300 shall incur a \$3.00 per month flat rate for all lines beyond the Randall Street Central Office service area.

C&P shall waive the Installation Charges for the first 300 lines. All lines above a quantity of 300 shall incur installation charges as specified in Appendix A, Paragraph A.9.c.

## G.3 SONET RING

- a. C&P shall provide, at their own expense, all cable, electronics, maintenance and installation of a SONET Ring Network interconnecting nine (9) VCU/MCV buildings to be designated by VCU/MVC prior to September, 1994.



- b. VCU/MCV shall provide properly controlled security and environment (power, HVAC etc.) for the electronics in each of the nine buildings.
- c. VCU/MCV will be responsible for providing access to the SONET RING equipment located on VCU/MCV locations(s) so that C&P may perform its responsibilities. Access shall be made available after normal business hours, on weekends and on holidays in order that C&P may gain access to operate and maintain, as it deems necessary, C&P equipment at VCU/MCV designated locations.
- d. VCU/MCV understands and agrees that this subsection is not intended to and shall not be deemed to grant VCU/MCV any property rights in any C&P provided SONET RING Equipment. C&P provided equipment shall remain the property of C&P, and VCU/MCV shall not have title therein. C&P will provide maintenance on all C&P provided equipment. C&P provided equipment shall not be moved in or from the locations(s) specified without C&P's prior written consent.

#### G.4 FIBER HIGHWAY

- a. C&P shall make available sixteen (16) strands of single mode fiber between Sanger Hall and James Branch Cabell Library by October, 1993.
- b. VCU/MCV shall provide properly controlled security and environment for the Fiber Heads in each of the buildings.
- c. VCU/MCV will be responsible for providing access to the Fiber Heads located on VCU/MCV locations(s) so that C&P may perform its responsibilities. Access shall be made available after normal business hours, on weekends and on holidays in order that C&P may gain access to operate and maintain, as it deems necessary, C&P Fiber Heads at VCU/MCV designated locations.
- d. VCU/MCV understands and agrees that this subsection is not intended to and shall not be deemed to grant VCU/MCV any property rights in any C&P provided Fiber. C&P provided Fiber shall remain the property of C&P, and VCU/MCV shall not have title therein. C&P will investigate trouble reports and repair or replace, at its option, C&P provided Fiber that fails to meet manufacturer's published operating specifications.
- e. This service shall be provided at a rate of \$1.00 per year.

#### G.5 DEDICATED TECHNICIANS

VCU/MCV shall have the right to approve technicians, both dedicated and on call , assigned to perform Centrex installation and repair services, under the provisions of Appendix A, at VCU/MCV.

**TERMS AND CONDITIONS FOR ACQUISITION  
OF  
TELECOMMUNICATIONS SERVICES AND EQUIPMENT**

**CONTRACT VA-900701-C&P**

**APPENDIX H: FRAME RELAY SERVICES**

Appendix H is hereby incorporated by reference, made an integral part of, and attached to Contract Number VA-900701-C&P between Bell Atlantic - Virginia, Inc. and the Commonwealth of Virginia, Department of Information Technology. All terms and conditions contained in Contract Number VA-900701-C&P, as modified, not inconsistent with the terms and conditions contained in this Appendix H shall apply to Appendix H.

**Commonwealth of Virginia Telecommunications Network ("CTN") Enhanced Local Frame Relay Services ("FRS")**

**H.1 Service Description**

Contractor's Frame Relay Service is a data communications service that provides for data connectivity between and within distributed locations. The CTN Enhanced Local Frame Relay Service ("CTN-FRS") is a connection oriented packet switched offering provisioned locally for the connection and interconnection of LAN and other data communications services. The service is provisioned for intraLATA access, but may be inter-connected with the state's (or other's) interLATA services. This service provides connectivity through the network via Permanent Virtual Circuit ("PVC") connections implemented over private or shared digital access facilities.

**H.2 Rates**

These rates are five year commitment rates with a termination option at the end of year three. The Commonwealth will have the option, at the end of year three, to terminate CTN-FRS with no termination liability by providing written notice to Bell Atlantic at least 60 days before the beginning of year four. The service will be automatically renewed for up to four additional six month periods, at the reduced rates specified below, unless the Commonwealth provides Bell Atlantic written notice of termination at least 60 days before the beginning of the next six month renewal period. At the end of the five year commitment period, the service will continue on a month-to-month basis at the Years Four and Five Monthly Rate, as shown below. Each individual service installed shall establish its own commitment period.

<b>Service Level</b>	<b>First Three Years Monthly Rate</b>	<b>Years Four &amp; Five Monthly Rate</b>	<b>NRC</b>
56 Kbps	\$150	\$135	\$800
1.536 Mbps	\$380	\$345	\$1000

The above rates includes one (1) PVC and its associated committed information rate ("CIR").

<b><u>Additional Services</u></b>	<b><u>Monthly</u></b>	<b><u>NRC</u></b>
Additional PVC's assigned the frame relay access line:	\$1.25	\$5



<u>Additional Services, cont'd.</u>	<u>Monthly</u>	<u>NRC</u>
Group Address	N/A	\$50

Committed Information Rate  
(per PVC):

-- 56/64 Kbps access line		
- 8K, 16K, 28K, 32K	\$5.00	N/A

Additional Committed Information Rate  
(per PVC):

-- 1.536 Mbps Access Line		
- 56/64K	\$2.00	N/A
- 128K	\$4.00	N/A
- 192K	\$7.00	N/A
- 256K	\$9.00	N/A
- 384K	\$12.00	N/A
- 512K	\$25.00	N/A

Administrative Charge:

-- Change in customer network map or in existing group addressing membership:	N/A	\$50.00
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All orders for CTN-FRS processed by Bell Atlantic prior to December 31, 1996, will incur no non-recurring charge for the installation of either 56Kbps or 1.536 Mbps CTN-FRS.

For commitment terms other than those listed above, The Commonwealth may (1) purchase FRS under the Contract at the then current tariff or other prevailing rates, including applicable termination charges, or (2) request Contractor to develop additional CTN-FRS rate/term options to meet The Commonwealth's term requirements. Any such rate/term options developed by Contractor must be added to this Contract by a written modification executed by both parties prior to the new rate/term option being available to The Commonwealth.

### H.3 Termination Liability

Beginning on June 1, 1996 and thereafter, The Commonwealth is expected to retain in service at least 75% of the total number of both 56 Kbps and 1.536 Mbps CTN-FRS lines which were in service for at least six months of the prior one year period (June 1 to May 31). This number of lines, multiplied by 75%, shall be referred to as the baseline number and shall be recalculated as of each June 1 during the term of this Contract. If for any four consecutive one month billing periods, the number of CTN-FRS lines falls below the baseline number for the prior one year period, the rates for all CTN-FRS lines shall revert to the then current tariff rate, or if no tariff is then in effect for FRS, to Bell Atlantic's then current prevailing rate for FRS, for the period for which the CTN-FRS line has been installed. These rates shall remain effective until such time as the number of CTN-FRS lines in service exceeds the baseline number for four consecutive one month billing periods. At such time, the rates for CTN-FRS shall revert back to Contract rates.

### H.4 Term

If the Contract expires pursuant to section 5, then any CTN-FRS lines in place shall continue on a month-to-month basis at the then current tariff or other prevailing rate. The Commonwealth shall not be liable for any termination charges for CTN-FRS resulting solely from the expiration of the Contract pursuant to section 5.

**Terms and Conditions for Acquisition  
of  
Telecommunications Services and Equipment**

**Contract Number VA-900701-C&P**

**APPENDIX I: Direct Service Plan  
for  
Bell Atlantic Telecommunications Services**

APPENDIX I is hereby incorporated by reference, made an integral part of, and attached to Contract Number VA-900701-C&P between Bell Atlantic - Virginia, Inc. and the Commonwealth of Virginia. All terms and conditions contained in the Contract, not inconsistent with the terms and conditions contained in this APPENDIX I, shall apply to APPENDIX I.

**I.1 Direct Service Plan ("DSP") Qualification**

The DSP will be available to Commonwealth institutions of higher education which have received the written approval of DIT and which meet all of the following criteria: (1) a minimum of 2,000 Centrex lines, (2) at least 20% of those Centrex lines be ISDN digital lines, (3) the main Rate Demarcation Point of the DSP participant must be no more than 18,000 feet from the serving central office, and (4) the DSP participant's staff must have the managerial and technical competence and the operational capacity to write orders and coordinate service design, provision, and installation; to manage and perform end-user training; and to effectively resolve any billing discrepancies directly with Bell Atlantic.

DIT retains the sole authority to revoke its approval allowing any institution or agency to participate in a DSP Agreement. DSP participants will work directly with Bell Atlantic for provisioning of services obtained through a DSP Agreement.

**I.2 DSP Services**

Only analog and digital (ISDN) Centrex service and ancillary services associated with the station line telephone number, and services described in the Contract in Sections A.9 through A.17, inclusive, and C.3 can be purchased through a DSP Agreement. In addition, DSP participants must subscribe to Station Message Detail Report (SMDR-to-premises data service) to obtain call detail for billing reconciliation purposes as described in Section I.4.

The DSP participant's Centrex system will be a separate Centrex configuration and a separate MACSTAR configuration for each DSP participant. Bell Atlantic will bill the DSP participant directly for MACSTAR service and will remove billing charges and records for the DSP participant from the Commonwealth's MACSTAR service.

**I.3 Service Orders**

Service orders will be processed directly from the DSP participant's telecommunications staff to the appropriate Bell Atlantic Representative for order entry and service installation. Service orders for DSP participants will be in a format mutually agreed upon by Bell Atlantic and the DSP participant. Service orders from the DSP participant to Bell Atlantic will be charged on a service order-by-order basis under the then current tariff or other prevailing rate or, at the option of the DSP participant, on an aggregate basis at \$50/day.



Each DSP participant must give Bell Atlantic at least 30 days advance written notice if it wants to change the method by which it pays for service orders. Bell Atlantic will reduce the flat-rate service order processing fee charged to DIT by \$25 for each DSP participant. The flat-rate service order processing fee charged to DIT cannot be reduced below \$0 in this manner.

#### I.4 Obligations of Each DSP Participant

Each DSP participant will negotiate for the installation and delivery of its service directly with Bell Atlantic. The telecommunications staff of each DSP participant is responsible for system design, placement of service orders using accurate and complete data, installation coordination, provision of end user documentation, all end-user training, any billing by a DSP participant's telecommunications departments to the DSP participant's end-users, and payment directly to Bell Atlantic for all services provided.

SMDR-to-premises data service will be in the standard format as defined in Bell Atlantic's tariff or prevailing service description and sent on a regular schedule as agreed to by Bell Atlantic and each DSP participant. This data will be used by the DSP participant to perform long distance and local call-by-call reconciliation with the assigned account codes. To perform any internal bill processing, each DSP participant will poll a Bell Atlantic applications processor at the Bell Atlantic central office using the DSP participant's own terminal emulation package and communications link, and will receive data from this processor which will allow the DSP participant to perform its administrative and billing management tasks appropriately. This service will be billed directly to the DSP participant and will be charged at tariff or other prevailing rates. The provision of SMDR data to the DSP participant shall not affect or relieve Bell Atlantic's obligation to provide to DIT call detail information required under the Contract.

#### I.5 Individual DSP Agreements

This Appendix I enables qualifying Commonwealth institutions of higher education to subscribe to telecommunications services directly from Bell Atlantic through an individual DSP Agreement. Such institutions of higher education remain subject to all applicable state laws and regulations governing procurement. Prior to taking service from Bell Atlantic under this Appendix I, each and every DSP participant shall request appointment of an ordering officer whose authority shall extend solely to placing orders on behalf of the institution pursuant to this Appendix I and shall enter into a written DSP Agreement between DIT and the DSP participant. Such DSP Agreement shall bind the DSP participant to the terms of this Contract.

The Commonwealth shall supply to Bell Atlantic for each individual DSP participant at least the following information:

- Name of institution of higher education
- Billing Address
- Point of Contact at the Agency or Institution
- Contact telephone number and address
- Point of Contact at DIT
- Contact telephone number and address

- Type of service(s) desired - line count
  - (analog or digital) - how many of each
- Location of each service
- Service features if different from standard Contract feature set



DIT management surcharge applicable to the institution of higher education for each service

Type of voice mail and box count (if any)

Voice mail rate

Service features if different from standard Contract feature set

#### I.6 Term

This Appendix I shall be effective as of July 31, 1995 and shall continue in effect until June 30, 2002, or until the Contract terminates pursuant to Section 5, whichever occurs first. This Appendix I shall be extended beyond June 30, 2002 to be coterminous with the Contract if the Contract is so extended.

#### I.7 Invoicing and Payment

Bell Atlantic will bill the DSP participant at Contract rates or, for services which do not have Contract rates, at the tariff or other prevailing Bell Atlantic rate, plus the DIT management surcharge for all charges for services provided under this Contract.

DSP participants agree to pay the monthly Centrex service bill in full for all undisputed charges. Charges which DSP participants believe to be incorrect must be disputed by the DSP participant in writing within 20 days from receipt of the bill. Charges subject to a bona fide dispute will be held in suspense until resolved to the mutual satisfaction of the parties, or 120 days from the time the charge is disputed in writing, whichever comes first. Billing disputes unresolved after 120 days may result in the termination by Bell Atlantic of any or all services provided by it to such DSP participant under this Appendix I or any and all other remedies available to Bell Atlantic as set forth below.

Bell Atlantic may pursue any and all available remedies, including without limitation those set forth in Section 18 of the Contract, for the failure of any DSP participant to make payments to Bell Atlantic as required under the Contract. At such time as Bell Atlantic commences any collection action for the failure of a DSP participant to pay for services provided by Bell Atlantic under this Contract, Bell Atlantic will no longer be obligated to collect the DIT management surcharge on the charges which are subject to such collection action.

#### I.8 DIT's Obligations

DIT is responsible for overall Contract management. Ultimate financial responsibility for all services provided under the Contract, including without limitation this Appendix I, is governed by Sections 4, 15, and 18 of the Contract, Va. Code § 2.1-455, and any other applicable laws, regulations, and Contract terms. Bell Atlantic agrees to invoice DSP participants directly for all services provided by Bell Atlantic to the DSP participant under a DSP Agreement.

On a monthly basis, Bell Atlantic will provide to DIT without additional charge a copy of each DSP participant's customer service record in the format specified in the Contract. This record will provide information for summary level billing information so that DIT may reconcile management surcharge credits. Bell Atlantic shall also provide to DIT any required call detail as set forth in the Contract.

## I.9 DIT Management surcharge

DIT must notify Bell Atlantic in writing of the amount of the surcharge and the DSP participant(s) on whom the management surcharge is levied at least 90 days prior to the effective date of the management surcharge. DIT must notify Bell Atlantic of any changes in the amount of the management surcharge or the DSP participant(s) against whom it is levied at least 90 days prior to the effective date of the changes. Changes will become effective at the beginning of the next monthly billing cycle following the end of the 90 day notification period.

Bell Atlantic will invoice this management surcharge specified by DIT to each DSP participant. Bell Atlantic will credit the management surcharges actually collected by Bell Atlantic from each DSP participant each month to DIT on the monthly bill from Bell Atlantic to DIT which follows Bell Atlantic's collection of the fees.



**TERMS AND CONDITIONS FOR ACQUISITION  
OF  
TELECOMMUNICATIONS SERVICES AND EQUIPMENT**

**CONTRACT VA-900701-C&P**

**APPENDIX J: CTN CENTRAL OFFICE VOICE MAIL SERVICES**

APPENDIX J to Modification #9 is hereby incorporated by reference, made an integral part of, and attached to Contract Number VA-900701-C&P between Bell Atlantic - Virginia, Inc. "Bell Atlantic" and the Commonwealth of Virginia, Department of Information Technology. All terms and conditions contained in Contract Number VA-900701-C&P ("COV Contract") not inconsistent with the terms and conditions contained in this APPENDIX J shall apply to APPENDIX J. These products may be provided on a standalone basis to specific agencies and institutions or integrated with the existing Commonwealth Telecommunications Network (CTN) service.

The following CTN Central Office Voice Mail Services are available the Commonwealth.

**J.1 CTN Central Office Voice Mail (CTN-COVM)**

General Service Description: The existing central office-based Voice Mail Service found in Section A.14 is hereby enhanced by the addition of a new class of voice mail service, CTN Central Office Voice Mail (CTN-COVM). CTN-COVM is provided through a centrally located voice mail platform which integrates with the state's Centrex service. Voice mail continues to be available on either analog and C-BRI Centrex lines from central offices equipped with special network links to the central voice mail platform. The CTN-COVM is available in the Richmond, Northern Virginia, Norfolk, and Roanoke service areas (LATAs). Bell Atlantic will notify the Commonwealth by letter as it makes the CTN-COVM available in other areas of the state. Voice Mail Service, as defined in Section A.14, remains in place and available in its current service areas at the same rates contained in this Contract. For a period of nine months from the date of execution of this Modification #9, Bell Atlantic will waive all installation charges specified in section J.2 which are associated with the conversion of existing Voice Mail Service to CTN-COVM. Bell Atlantic will also provide all of the traditional support for these conversions, including without limitation project management, training, and end-user documentation for the period of this Contract. At Bell Atlantic's discretion, stand alone, dedicated CTN-COVM systems for individual Commonwealth entities are also available at the prices contained in this Appendix J without additional costs to the Commonwealth for this partitioning.

**J.2 Enhanced Service & Product Descriptions**

CTN-COVM is provided as three different classes of voice mailboxes: Standard Voice Messaging, Premium Voice Messaging, and Messaging Only mailboxes. Each of these classes of mailbox is available with 15 or 30 minute message storage capacity with a price that reflects the difference in storage capacity.

**A. Standard Voice Messaging Mailbox**

This mailbox provides automated, 24 hour-a-day telephone answering when a subscriber's line is busy or not answered within a specified number of rings. Each voice messaging mailbox includes the following basic parameters and features:

- Personal Greeting
- Extended Absence Greeting
- Message Reply
- Group Distribution List
- Message Confirmation
- Password
- Message Forwarding



Send Message and Delivery Options  
 Message Review  
 30 Second Greeting  
 New Message Notification (Message Light or Stutter Dial Tone)

<b>Rates</b>			
<u>Mailbox</u>	<u>Installation</u>	<u>Monthly</u>	<u>Storage</u>
Type A	\$ 18.75	\$ 4.75	15 minutes
Type B	\$ 18.75	\$ 5.75	30 minutes

#### B. Premium Voice Messaging Mailbox

The Premium Voice Messaging Mailbox has the same features as Standard Voice Messaging Mailbox, but also includes Operator Revert which allows caller to transfer from voice mail to a pre-designated telephone number by pressing "0".

<b>Rates</b>			
<u>Mailbox</u>	<u>Installation</u>	<u>Monthly</u>	<u>Storage</u>
Type C	\$ 18.75	\$ 5.75	15 minutes
Type D	\$ 18.75	\$ 6.75	30 minutes

#### C. Messaging Only Mailbox

The Messaging Only Mailbox provides voice mail service for remote users, such as off-campus students or Commonwealth users who do not have a permanent work location. The user is not required to have a specific telephone line associated with this mailbox. Access to this mailbox will be allowed 24 hours a day via any touchtone telephone. This mailbox will provide all of the voice messaging features listed under the Standard Voice Messaging Mailbox with the exception of telephone answering and new message waiting indication. Operator revert is not available with this mailbox.

<b>Rates</b>			
<u>Mailbox</u>	<u>Installation</u>	<u>Monthly</u>	<u>Storage</u>
Type E	\$ 18.75	\$ 4.75	15 minutes
Type F	\$ 18.75	\$ 5.75	30 minutes

### J.3 Enhanced Call Processing Application Mailboxes

Please note: All Enhanced Call Processing Application Mailboxes described under paragraph J.3 must be supported by Dedicated Access Facilities. A Dedicated Access Facility consists of a Centrex line and a port on the Central Office Voice Mail platform. If more than one Dedicated Access Facility is required the Centrex lines must be placed in a hunting arrangement. All applicable mileage charges for Centrex line(s) are the responsibility of the Commonwealth.

#### A. FaxAgent Mailbox

Integrates telephone answering and voice messaging capabilities with facsimile messaging. With the FaxAgent option, subscribers can receive, print, store and forward fax messages through a single mailbox. This option is in addition to the Standard or Premium Voice Messaging Mailbox.

<b>Rates</b>		
<u>Mailbox</u>	<u>Installation</u>	<u>Monthly</u>
FaxAgent	\$ 18.75	\$3.25

#### B. VoiceForms Mailbox

Allows subscriber to collect information by recording caller's voice responses to prerecorded questions or prompts. This mailbox is equipped with 15 minutes of storage. A minimum of one (1) VoiceForms Transcriber Mailbox is required for one or more VoiceForms Mailbox(es).

<u>Rates</u>	<u>Installation</u>	<u>Monthly</u>
<u>Mailbox</u>		
VoiceForms	\$ 18.75	\$6.50

#### C. VoiceForms Transcriber Mailbox

Used to listen, review, and transcribe callers' responses to questions recorded in a VoiceForms Mailbox(es). This mailbox is equipped with 30 minutes of storage. A minimum of one (1) VoiceForms Transcriber Mailbox is required for one or more VoiceForms Mailbox(es).

<u>Rates</u>	<u>Installation</u>	<u>Monthly</u>
<u>Mailbox</u>		
VoiceForms Transcriber	\$ 18.75	\$6.50

#### D. Information Center (Listen Only) Mailbox

Permits subscriber and assigned contributors to record informational announcements for review by callers. Callers follow voice prompts to obtain detailed, but repetitive information, concerning frequently requested products, services and general information. This mailbox provides listen only (no reply) capabilities and is equipped with storage for up to 15 minutes of announcements.

<u>Rates</u>	<u>Installation</u>	<u>Monthly</u>
<u>Mailbox</u>		
Information Center (Listen Only)	\$ 18.75	\$6.50

#### E. Information Center with Reply Mailboxes

Similar to Information Center Mailboxes except that callers are able to respond to any informational announcements. Callers' replies are forwarded to contributors' mailboxes as messages. This mailbox is equipped with storage for up to 15 minutes of announcements and 30 minutes of reply messages.

<u>Rates</u>	<u>Installation</u>	<u>Monthly</u>
<u>Mailbox</u>		
Information Center with Reply	\$ 18.75	\$11.00

#### F. Automated Attendant

Voice messaging feature that prompts callers to enter the Centrex extension number or name of the person being called. Caller is transferred after entering the extension number or name.

<u>Rates</u>	<u>Installation</u>	<u>Monthly</u>
<u>Mailbox</u>		
Automated Attendant	\$ 18.75	\$8.00

#### G. Callers' Menu Mailbox

Provides routing of incoming calls to specific extensions, departments, or mailboxes via Touchtone response of digits 1 through 9.

##### **Rates**

<u>Mailbox</u>	<u>Installation</u>	<u>Monthly</u>
Callers' Menu	\$ 18.75	\$8.00

#### H. Callers' Menu + Extension Mailboxes

Allows callers the option of immediately dialing a second extension after reaching a mailbox or dialing a backup person if the primary number is busy.

##### **Rates**

<u>Mailbox</u>	<u>Installation</u>	<u>Monthly</u>
Callers' Menu + Extension	\$ 18.75	\$8.00

#### I. Callers' Menu + Mailbox Mailboxes

Allows callers the option of immediately dialing a second mailbox after reaching an initial mailbox.

##### **Rates**

<u>Mailbox</u>	<u>Installation</u>	<u>Monthly</u>
Callers' Menu + Mailbox	\$ 18.75	\$8.00

#### J. Transfer Service Mailboxes

Routes call from an Information Center, Information Center with Reply, Automated Attendant or any of the Caller's Menu Mailboxes to a second similar mailbox or extension. A greeting informs the caller of the destination to which he or she is being routed.

##### **Rates**

<u>Mailbox</u>	<u>Installation</u>	<u>Monthly</u>
Transfer Service	\$ 18.75	\$5.75

#### K. Standalone FaxAgent Mailbox

Provides centralized collection point for all faxes for a shared office environment sent to the voice processing system without a specific destination. This mailbox is equipped with storage capacity for a maximum of 30 messages (faxes) with 10 pages per message (fax).

##### **Rates**

<u>Mailbox</u>	<u>Installation</u>	<u>Monthly</u>
Standalone FaxAgent	\$ 18.75	\$8.00

#### L. FaxStation Mailbox

Stores fax messages when the subscriber's fax machine is busy, out of paper, or out of service. The FaxStation Mailbox then calls the subscriber's fax machine telephone number and attempts to deliver the faxes. This mailbox is equipped with storage capacity for a maximum of 30 messages (faxes) with 10 pages per message (fax).

##### **Rates**

<u>Mailbox</u>	<u>Installation</u>	<u>Monthly</u>
FaxStation	\$ 18.75	\$8.00



#### J.4 Additional Features:

##### A. Outcalling Notification

Allows outcalling notification to a pre-designated telephone number. The number to be dialed to receive the notification must be a local or 800 number only. This feature works in combination with an existing CTN-COVM Mailbox.

<u>Rates</u>	<u>Installation</u>	<u>Monthly</u>
<u>Feature</u>		
Outcalling Notification	\$ 18.75	\$3.00
(Flat Rate or Message Rate Area)		

##### B. Pager Notification

Allows outcalling notification to a pre-designated pager number. The number to be dialed to receive the notification must be a local or 800 number only. This feature works in combination with an existing CTN-COVM Mailbox. Please note: Due to the different kinds of paging equipment, not all paging providers can be used with this feature. Subscriber must first verify with Bell Atlantic to see if their paging service provider is supported by this Pager Notification feature.

<u>Rates</u>	<u>Installation</u>	<u>Monthly</u>
<u>Feature</u>		
Pager Notification	\$ 18.75	\$3.00
(Flat Rate or Message Rate Area)		

##### C. Customer Premise Equipment (CPE) Initiated Networking Capability

Allows subscribers with mail boxes on a CPE Octel system or system that supports AMIS Networking (VMX, Rolm, Audex) to send messages with subscribers on a central office-based system.

<u>Rates</u>	<u>Installation</u>	<u>Monthly</u>
<u>Feature</u>		
Customer Premise Equipment (CPE)		
Initiated Networking Capability	\$ 180.00	\$135.00

Please note that the rates for CPE Initiated Networking Capability, only include the charges associated with the CTN-COVM central office platform. All network access facilities required to connect the CPE with the CTN-COVM is the responsibility of the State.

##### D. Dedicated Access

Allows access to Enhanced Call Processing Application Mailboxes over dedicated private facilities. Dedicated Access refers to a single port on the CTN-COVM platform. A customer is provided network access to this port via a Dedicated Access Facility. A Dedicated Access Facility consists of a Centrex line connected from the customer's serving central office to the Central Office Voice Mail platform. If more than one Dedicated Access Facility is required the Centrex lines must be placed in a hunting arrangement. All applicable mileage charges for line(s) are the responsibility of the subscriber.

<u>Rates</u>	<u>Installation</u>	<u>Monthly</u>
<u>Feature</u>		
Dedicated Access per Port	\$ 26.80	\$150.00
Dedicated Access Facility	Refer to service description in paragraph D above.	

**E. Dedicated Storage**

Allows a mailbox additional storage capability beyond preset parameters established in the mailbox. Additional storage is based on per hour increments.

**Rates**

<u>Feature</u>	<u>Installation</u>	<u>Monthly</u>
Dedicated Storage per hour	\$ 18.75	\$59.00

**F. Service Charges for Reestablishing Password**

**Rates**

<u>Service Charge</u>	<u>Installation</u>	<u>Monthly</u>
Reestablish Password	\$ 10.00	N/A

**G. Mailbox Change/Rearrangement**

**Rates**

<u>Service Charge</u>	<u>Installation</u>	<u>Monthly</u>
Change/Rearrangement	\$ 18.75	N/A

TERMS AND CONDITIONS FOR ACQUISITION  
OF  
TELECOMMUNICATIONS SERVICES AND EQUIPMENT

CONTRACT NUMBER VA-900701-C&P

APPENDIX K: TERMS AND CONDITIONS GOVERNING THE  
PURCHASE OF BELL ATLANTIC CENTREX SERVICES BY THE  
COMMONWEALTH FOR PROVISION TO LOCAL GOVERNMENTS

APPENDIX K is hereby incorporated by reference, made an integral part of, and attached to Contract Number VA-900701-C&P, as amended, between Bell Atlantic - Virginia, Inc. and the Commonwealth of Virginia. In the event of any inconsistencies between the terms and conditions of the Contract and this Appendix K, the Contract shall control.

- K.1. The Commonwealth may purchase Bell Atlantic Centrex and other specified Services pursuant to this Contract for provision by the Commonwealth to political subdivisions and local school divisions which are created solely by the Commonwealth or its political subdivisions and which are located in the Commonwealth. For purposes of this Appendix, "political subdivisions" shall be defined to mean all Virginia counties, cities, towns, boroughs and others as stated in the Code of Virginia, Section 8.01-385(3)iii. For purposes of this Appendix, "local school divisions" shall mean schools under the authority of the Virginia Board of Education, and all schools under the supervision of the Virginia school boards constituted under Title 22.1 of The Code of Virginia. This Appendix authorizes the Commonwealth to purchase such Bell Atlantic Centrex and other specified Services solely for the internal use of the political subdivisions and local school divisions and not for resale by the political subdivisions and local school divisions. For purposes of brevity only, "political subdivisions and local school divisions", as defined in this section, shall hereinafter be referred to in this Appendix as "local governments".

The Commonwealth is responsible for adherence to all Contract terms and conditions for all Services acquired by the Commonwealth for provision to local governments. It is solely the responsibility of the Commonwealth to provide bills to and collect monies owed by local governments for such Services provided by the Commonwealth to local governments.

K.2 Eligible Services

Under this Appendix, the Commonwealth may purchase for provision to local governments analog and digital Centrex and other Services offered under the Contract, excluding the Services offered under Sections A.4, A.7, A.11, A.15, A.17(a)(3) and (4), A.17(b), A.21, A.22, A.23, Appendix F, and Appendix G.



### K.3 Conversion from Bell Atlantic Centrex to Centrex Provided by The Commonwealth

This Appendix does not release any local government which currently subscribes to Bell Atlantic Centrex service, pursuant to either Bell Atlantic's tariff or a separate agreement, or some combination of the two, from any of the terms and conditions of its current Bell Atlantic Centrex tariff and/or agreement in migrating its existing Bell Atlantic Centrex service to Centrex provided by the Commonwealth.

Contract installation charges will apply for each new line installed by the Commonwealth which is intended for use by a local government. In the case of an existing Bell Atlantic Centrex line being converted to a Commonwealth Centrex line where the conversion requires only a billing reconfiguration and no physical facility work, installation charges will not apply. Instead, a billing conversion charge of \$15.80 per line will apply.

### K.4 Service Orders

All service orders for Services purchased by the Commonwealth for provision to local governments must be placed by DIT or DIT's duly authorized representative. All service orders relating to Services purchased by the Commonwealth for provision to local governments will be charged at \$15.80.

### K.5 System Configuration and Billing

Each local government which acquires Centrex Services from the Commonwealth will be configured as a separate, standalone Centrex group. If a local government's Centrex Services are not provided from a single Bell Atlantic central office, interoffice mileage at the Contract, prevailing, or tariffed rate will apply from the serving central office to each other central office from which that local government's Centrex is provided. If a Centrex Service purchased by the Commonwealth for provision to a local government is provided from the same central office and the same central office switch used by Bell Atlantic to provide other Centrex Service to the Commonwealth, then Bell Atlantic shall engineer and configure these two Centrex Services to share the same interexchange carrier access Services provided by Bell Atlantic to the Commonwealth so that the Commonwealth can aggregate traffic from the two Centrex Services to the Commonwealth's interexchange carrier. The Commonwealth is responsible for any additional access Services required to meet the demand of these aggregated Centrex Services. If a Centrex Service purchased by the Commonwealth for provision to a local government is not provided from the same central office switch used by Bell Atlantic to provide other Centrex Service to the Commonwealth, the Centrex Service purchased by the Commonwealth for provision to a local government can be interconnected to the Commonwealth's Centrex system(s) only via conventional tie line connections, which may include analog and digital facilities, at Bell Atlantic's Contract, tariffed, or other prevailing rates. The Centrex Services purchased by the Commonwealth for provision to local governments will be billed as and will otherwise be considered as part of the Commonwealth's overall Centrex system. The Commonwealth is responsible for adherence to all Contract terms and conditions for all Services acquired by the Commonwealth for provision to local governments. It is solely the responsibility of the Commonwealth to provide bills to and collect monies owed by local governments for such Services provided by the Commonwealth to local governments.

#### K.6 Simulated Exchange Access Trunking Ratios and Charges

All local governments purchasing Centrex services from the Commonwealth, whether such lines are newly installed or are converted from an existing Bell Atlantic Centrex Service, will use Simulated Exchange Access Trunking ("SEAT") at a ratio of 13:1. (Current Commonwealth Centrex Service is also priced based on a 13:1 trunking ratio.) These SEAT charges, which will be charged at the prevailing or tariffed rates, are in addition to the intercom portion of the line rate. However, should the Commonwealth on behalf of a local government wish to implement a central office trunking ratio other than 13:1 (e.g. 11:1, 10:1), the Commonwealth, at its discretion, may purchase such local trunking with the corresponding Seats charges at the prevailing or tariffed rates.

Bell Atlantic will provide flat-rated and message-rated trunking to the Commonwealth for provision by the Commonwealth to local governments as determined by and at the rates set forth in the tariff or other prevailing rates and availability rules.

#### K.7 Rate Protection for the Commonwealth for Contract Rates Not Applicable in Some Cases

Bell Atlantic represents that the Contract rates for Services are based on a number of cost-causative factors, some of which are unique to the Service provided to the Commonwealth and that these factors for Services purchased by the Commonwealth for provision to local governments may vary significantly from the factors upon which the Contract rates are based. This Appendix does not require Bell Atlantic to provide Services to the Commonwealth for provision by the Commonwealth to local governments if the costs to Bell Atlantic of providing such Service exceed the Contract rates for such Services as determined using cost methodologies accepted by the State Corporation Commission in determining such costs.

If Bell Atlantic determines that its costs to serve a particular local government exceed the Contract rate for such Services, then Bell Atlantic will provide the Commonwealth with a customized rate for such Services. Bell Atlantic and the Commonwealth must each agree in writing to implement any such customized rate prior to its implementation. The customized rate shall apply only to the specific local government for which the rate was developed.